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UNITED STATES DISTRICT COURT
SOUTHERN DIVISION

CA 71-955

Jury demand date:

Denied by Oral Order 7/8/74

Re-open 9-24-76

10-11-77

BASIS: Title VII

SAM C. POINTER, JR., Judge

LOUIS SWINT and WILLIE JAMES JOHNSON, on behalf of themselves and others similarly situated,
CLYDE HUMPHREY,
Intervenor

vs.

PULLMAN-STANDARD, Bessemer, Alabama; UNITED STEELWORKERS OF AMERICA LOCAL 1466; and UNITED STEELWORKERS OF AMERICA, AFL-CIO, INTERNATIONAL ASSOCIATION OF MACHINISTS

CIVIL DOCKET

DATE		PROCEEDINGS
1971		
Oct.	19	Complaint filed
	19	Summons and complaint issued—del. to U.S. Marshal for service
Nov.	5	Motion of defendants United Steelworkers of America, AFL-CIO and Local 1466, United Steelworkers of America, to dismiss the complaint filed—copy served by counsel 11/23/71 Overruled—30 days to answer (Pointer)

DATE	PROCEEDINGS
1971	
5	Summons and complaint returned executed on 10-21-71 on Pullman-Standard, on 10-28-71 on United Steelworkers of America, AFL-CIO and on 11-1-71 on United Steelworkers of America Local 1466 and filed
9	Motion of defendant Pullman-Standard to dismiss the complaint filed—copy served by counsel 11/23/71 Overruled (Pointer) cm
Dec. 23	Answer of defendants, United Steelworkers of America, AFL-CIO and Local 1466, United Steelworkers of America, to the complaint filed—copy served by counsel
30	Answer of defendant, Pullman-Standard, a Division of Pullman, Inc., a corp. to the complaint filed—copies served by counsel
1972	
Jan. 26	Interrogatories by plaintiffs propounded to defendants filed—copy served by counsel on United Steelworkers of America Local 1466 and AFL-CIO
May 30	Interrogatories of plaintiffs propounded to defendants filed—copy served by counsel on United Steelworkers of America Local 1466 and United Steel Workers of America AFL-CIO and Pullman-Standard
July 6	Order on PRETRIAL conference held July 5, 1972, dated July 6, 1972, filed and entered (Pointer) cm
10	Amendment by defendant, Pullman-Standard, to answer filed—copies served by counsel

DATE		PROCEEDINGS
1973		
Jan.	9	Objections by defendant Pullman-Standard, a Division of Pullman incorporated, a Corp. to interrogatories filed—copies served by counsel
	9	Answers of defendant Pullman-Standard to interogatories filed—exhibits attached—copies served by counsel
Jul	6	Depositions (4) of William H. Lee, Jr., Billie J. Carroll, Louis Stubbs and Harry E. DeBrow taken on behalf of plaintiffs—filed
	6	Depositions (4) of James D. Moss, Arthur S. Lightfoot, William Joseph Harris and Harry P. Crane, Jr. taken on behalf of plaintiffs—filed
1974		
Mar	11	Second interrogatories of plaintiff propounded to defendant company, filed—cs
	12	Notice that plaintiffs have associated Ms. Marilyn Holified and Jack Greenberg of 10 Columbus Circle, New York, New York 1009, as counsel of record for plaintiffs, filed—cs
May	3	Answers of defendant, Pullman-Standard, a Division of Pullman, Incorporated, by Fred W. McCool, to second interrogatories propounded by plaintiffs, filed—cs
	30	Request by pltffs for production of documents by deft, filed—cs
	31	Supplemental request by pltffs for production of documents by deft Pullman-Standard, filed—cs
	31	Motion of pltffs to compel answers by pltffs to interrogatories, filed—cs

DATE		PROCEEDINGS
1974		
Jun	5	Order dated June 4, 1974 on PRETRIAL CONFERENCE held same date that the prerequisites of Rule 23(a) and 23(b)(2) are satisfied and that this action may hereafter be maintained on behalf of all black persons who are nor or have within one year prior to filing of any charges under Title VII been employed by defendant Company or maintenance employees represented by the United Steelworkers; and granting leave to add as additional party defendant, International Association of Machinists; and granting leave for the intervention as a party plaintiff of an employee by the name of Humphrey—filed and entered (Pointer) cm
Jun	5	Notices (2) that deft will take the deposition of Clyde Humphrey at 9:00 a.m. and Louis Swint at 1:00 p.m., June 18, 1974, filed—cs
	12	Notice that plffs will take the deposition of deft company's plant manager at 10:00 a.m., June 17, 1974, filed—cs
	20	Amended complaint, filed
	20	Summons and complaint as amended issued—del to USM
	25	Deposition of Louis Swint taken on behalf of deft Pullman-Standard—filed
		Deposition of William Clyde Horton taken on behalf of plffs—filed
	28	Motion of deft Pullman-Standard to strike portions of amended complaint, filed—cs 7/8/74—Denied, paragraphs 1 & 3 being unnecessary & paragraph 2 denied on the merits (Pointer) cm
	28	Response of deft employer to request and supplemental request for production of documents, filed—cs

DATE		PROCEEDINGS
1974		
	28	Answer of deft Pullman-Standard to amended complaint, with jury demand thereon on issue of amount of recovery, filed—cs
	28	Supplemental answers of deft Pullman-Standard to first set of interrogatories filed—cs
Jul	1	List of witnesses of deft, United Steelworkers of America & Local 1466, filed—cs
	1	List of witnesses and documents which deft Pullman-Standard anticipates it may use at trial, filed—cs
	8	Further supplemental answers of deft employer to first set of interrogatories filed—cs
	8	On trial before the Hon. Sam C. Pointer, Jr. Answers (2) of defts to piffs' amended complaint filed. Depositions (3) of Clyde, Humphrey, Willie James Johnson and James R. Hudson filed. Oral order denying jury demand entered. Piffs' motion to compel declared moot. Piffs' testimony. Daily adjournment.
	9	Trial resumed. Piffs' testimony resumed. Daily adjournment.
	9	Summons & amended complaint returned, executed on 6/25/74 on International Association of Machinist and Aerospace Workers AFL-CIO and filed
	10	Trial resumed. Piffs' testimony resumed. Daily adjournment.
	11	Trial resumed. Piffs' testimony resumed. Defts' offer of deposition plus exhibits attached thereto, of Clyde Humphrey received by the Court. Daily adjournment.

DATE	PROCEEDINGS
1974	
12	Trial resumed. Plffs' testimony resumed. Defts' offer of deposition of Louis Swint received by the Court. Plffs' rest. Defts' oral motions for involuntary dismissal as to individual cases entered. Arguments by counsel. Plffs' second amendment to complaint filed. Service accepted on behalf of Local 372 by T. W. Horn. Daily adjournment.
15	Trial resumed. Oral order granting deft union's oral motion, and denying deft company's oral motion for involuntary dismissal of individual claims of Swint and Humphrey, entered. SCP. Defts' testimony. Daily adjournment.
16	Trial resumed. Defts' testimony resumed. Daily adjournment.
17	Trial resumed. Defts' testimony resumed. Daily adjournment.
18	Trial resumed. Defts' testimony resumed. Daily adjournment until Aug. 7, 1974, at 9:00 a.m.
Aug. 7	Trial resumed—defendants' testimony resumed—daily adjournment—
8	Trial resumed—defendants' testimony resumed—daily adjournment—
9	Trial resumed—oral motion by plaintiffs to limit defendants' Exh. 257 and 258—motion granted—defendants' testimony resumed—daily adjournment—
12	Trial resumed. Deft's testimony resumed. Daily adjournment.
13	Trial resumed. Deft's testimony resumed and completed. Union testimony begins. Daily adjournment.

DATE	PROCEEDINGS
1974	
14	Trial resumed. Deft's testimony resumed. Oral motion by plffs to limit deft's exhibit 351. Motion granted Daily adjournment.
15	Trial resumed. Defense rested. Plffs' rebuttal testimony. Testimony concluded. Daily adjournment.
16	Trial resumed. Final arguments heard. Case taken under submission.
Aug 16	Clerk's Court Minutes that this case is taken under submission. Written order to be entered by the Court—filed and entered—cm
Sept 13	Memorandum of Opinion filed and entered (Pointer) cm
13	Judgment in accordance with the findings and conclusions contained in the Memorandum of Opinion filed concurrently herewith that: 1. The Memorandum of Agreement of May, 1972 between the Department of Labor and Pullman-Standard is declared to be binding upon the union defendants; but eligibility under the agreement for transfers from the Janitors, Truck and Die & Tool (CIO) departments and for transfers to the Plant Protection, Inspection, and Air Brake & Pipe Shop departments shall be modified to include certain classes of employees as more fully specified in the Memorandum of Opinion. Liability, if any, for back pay in favor of persons benefited by such change in eligibility respecting transfers from the Janitors, Truck, and Die & Tool departments is severed for subsequent proceedings, as may be necessary, in accordance with procedures specified in the Memorandum of Opinion; but there is no just reason for delay as to the other issues in the case and entry of final judgment as to all

DATE	PROCEEDINGS
1974	
	such other issues is expressly directed. 2. In all other respects the claims of plaintiffs and of the plaintiff class are denied and the action dismissed with prejudice. 3. Each party to bear its own costs—filed and entered (Pointer) copies del to attys
16	Notice of appeal by plff from final order of U.S. District Court on September 13, 1974, filed—certified copies mailed
16	Bond for Costs on Appeal ($250.00) filed
23	Order pursuant to Rule 11(d) extending the time within which the record on appeal may be filed with the U.S. Court of Appeals for the Fifth Circuit of New Orleans 50 days from the 26th day of October, 1974—filed and entered (Pointer) cm
Dec 9	Transcript of the proceedings before the Hon. Sam C. Pointer, Jr. commencing on July 8, 1974, filed (6 vols.)
13	Transcript of the proceedings before the Hon. Sam C. Pointer, Jr. commencing on July 8, 1974, filed vols 7 and 8)
13	Certified record on appeal mailed to Clerk, USCA (7 boxes and one chart cylinder) copies of transmittal letter, docket entries & exhibit list mailed attys
1976	
Sept. 16	Cost Bill ($5,739.55)—filed by attys. for pltfs.
21	Motion of deft., Pullman-Standard To Defer Consideration of Costs—filed—cs del. SCP

DATE	PROCEEDINGS
1976	
24	Certified copy of judgment from 5th Cir. issued as & for the mandate, opinion attached—filed (affirmed in part, vacated & remanded in part; defts.—appellees to pay costs on appeal) Coleman, Clark & Gee
21	Exhibits (4 boxes) received from 5th Cir.—seem to be missing exhibits
Oct. 26	Order (Cert. copy) from 5th Cir. on motion of appellee, Pullman-Standard recalling 9/21/76 order & amending to provide that ¾ of the costs incurred by pltfs.-appellants shall be taxed to defts.-appellees and ¼ to pltfs.-appellants; remainder of each party's costs shall be borne by the party incurring same; except as recited above, the motion of appellee is denied—filed (Clark)
Nov. 9	Copy of Cost Bill ($7,348.40) from 5th Cir.—filed lrc
1977	
Jan. 13	Order that costs of plaintiffs on appeal ($5,686.45) are taxed 3/8 against the company defendant and 3/8 against the union defendant, briefs be filed simultaneously by all parties prior to 2-1-77 as to remaining issues discussed on 12-7-76 and that a hearing is set at 9 AM on 2-22-77 for taking additional evidence as to appointments to supervisory positions and statistical information, filed and entered. SCP—cm—add.
Feb. 10	Notice of pltfs. of Taking Deposition of Dr. Albert Wolfe on 2/16/77 in B'ham.—filed—cs lrc VACATED, see 2/17/77 entry

DATE		PROCEEDINGS
1977		
	17	Motion of Pullman Standard To Vacate Notice of Taking Deposition of Dr. Albert E. Wolfe—filed-cs GRANTED, 2/16/77 w/o objection by pltf.—SCP—cm lrc
	22	Hearing on remaining issues as to Supervisory positions and statistical information before the Hon. Sam. C. Pointer, Jr. Plaintiffs' agreements and job descriptions offered and received by the court. Defendant Company's testimony. Defendant company rest. No union testimony. Plaintiffs' rebuttal testimony. Daily adjournment. (Joe Marotta, Reptr.) add
	23	Hearing resumed. Plaintiffs' rebuttal testimony resumed. Plaintiffs rest. Evidence taken under advisement. (John Weaver, Reptr.) add Clerk's Court Minutes, filed. add
July	5	Memorandum of Opinion—filed (Pointer)-cm lrc
	5	Judgment in accordance with memo entering judgment in favor of defts.; each party to bear own costs—filed & entered (Pointer)-cm lrc
	15	Motion of pltf. for New Trial-filed-cs del. SPC lrc see 10/11/77 order
	15	Motion of pltfs. to Alter or Amend Judgment-filed-cs del. SCP lrs—see 10/11/77 entries
Sept.	7	Response of pltfs. to motion of company to clarify taxation of costs or to retax costs—filed-cs lrc del. SCP.
Oct.	4	Motion of Pullman-Standard to Clarify Taxation of Costs or to Retax Costs—filed cs del. SCP lrc DENIED; 11/16/77-SCP-cm lrc
	11	Memorandum of Opinion—filed (Pointer)-cm lrc

DATE		PROCEEDINGS
1977		
	11	Order granting new trial limited to seniority system under Sec. 703(h) of Civil Rights Act of 1964—filed & entered (Pointer)-cm lrc
Nov.	18	Interrogatories of pltfs. to Deft. Company on Seniority Remand Issue-filed-cs lrc
	21	Request of pltf. for Production by Local Lodge 372, IAM-filed-cs lrc
	21	Request of pltfs. for Production by deft. company-filed-cs lrc
	21	Request of pltfs. for Production by Steelworkers Union-filed-cs lrc
	21	Interrogatories of pltfs. to Local Lodge 372, IAM-filed-cs lrc
	21	Interrogatories of pltfs. to Steelworkers Union-filed-cs lrc
Dec	14	Request of plff for execution of judgment for plffs' court costs on appeal, filed
Dec	20	Answers of deft, Pullman-Standard, to interrogatories by plff, filed—cs lpc
	30	Notice that the plaintiffs will take the depositions of Mautman Herring, Colon Clemons, Bill Crockwell and Clyde Robertson, Jan 9, 1978, at Birmingham, Ala., filed. cs lhj
1978		
Jan	16	Deposition of Clyde A. Robertson taken on behalf of plff—filed lpc
	16	Deposition of Colon V. Clemons taken on behalf of plff—filed lpc

DATE		PROCEEDINGS
1978		
	16	Deposition of Johnny Joseph Mautman Herring taken on behalf of plff—filed lpc
	16	Deposition of William Harris Crotwell taken on behalf of the plff, filed skh
	16	Answers of deft, Steelworkers Union to interrogatories by plff, filed.—cs add
	16	On trial as to Seniority issue before the Hon Sam C. Pointer, Jr. (Dempsey, Repr.) Answers by defendants (Company & Union) to plffs' interrogatories that were filed 12-20-77 and 2-16-78 respectively, received in evidence by the Court. Deposition of Mautman Herring offered into evidence by plff and rec'd by Court. Deposition of Colon Clemons offered into evidence by plff and rec'd by the Court. Deposition of Clyde Robertson offered into evidence by plff and rec'd by Court. Deposition of William Crotwell offered into evidence by plff and rec'd by Court. Plffs' exhibits 1 thru 111 offered in evidence and rec'd by Court. Deft company exhibits 1 thru 27 offered in evidence and rec'd by Court. Defts' evidence put on by stipulation dictated into the record. Simultaneous briefs to be submitted to the Court by 2-16-78 and reply briefs to be submitted by 3-2-78. Case taken under submission.
	16	Clerk's Court Minutes, filed add
Feb	24	Writ of execution of judgment for plffs' court costs on appeal issued—del to USM for service skh
Mar	8	Request of plffs for judicial notice adjudicative facts, with attachments, filed—cs skh
May	5	Memorandum of Opinion (Pullman-Standard V)—filed and entered (Pointer) cm skh

DATE		PROCEEDINGS
	5	JUDGMENT in accordance with findings of fact and conclusions of law contained in Memorandum of Opinion filed concurrently herewith, is entered in favor of defts; each party shall bear its own costs—filed and entered (Pointer) cm skh
	15	Motion of deft, Pullman-Standard under Rule 52(b) for relief, filed—cs skh—SEE ORDER DATED 5/31/78
	25	Response of piffs to Pullman Standard's motion to amend judgment filed—cs-snh
	25	Amendment of deft, Pullman Standard, to motion, filed, with attachments—cs skh
	31	ORDER dated 5/30/78 that upon consideration of deft Pullman-Standard's motion, said motion is denied—filed and entered (Pointer) cm skh
Jun	21	Notice of appeal by piffs, Louis Swint and Willie James Johnson, etc. to Fifth Circuit from final order entered on May 5, 1978, and all prior interlocutory orders entered herein, filed—del to SPC lpc
	21	Bond ($250.00) for costs on appeal, filed lpc
	27	Transcript of proceedings before the Hon. Sam C. Pointer, Jr. on January 16, 1978 filed skh
Jul	28	ORDER that the time within which the record on appeal in this cause may be filed with the U. S. Court of Appeals is extended to and including August 11, 1978—filed and entered (Pointer) cm skh
Aug	10	Transcript of the proceedings before the Hon. Sam C. Pointer, Jr. commencing on February 22, 1977—filed skh

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

Civil Action Number 71-955

LOUIS SWINT and WILLIE JAMES JOHNSON, on behalf of themselves and others similarly situated,
Plaintiffs,

vs.

PULLMAN-STANDARD, Bessemer, Alabama; UNITED STEELWORKERS OF AMERICA, LOCAL 1466; and UNITED STEELWORKERS OF AMERICA, AFL-CIO,
Defendants.

Jun. 20, 1974

AMENDED COMPLAINT

I.

Jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1343(4) 42 U.S.C. § 2000e-5(f) and 28 U.S.C. §§ 2201 and 2202. This is a suit in equity authorized and instituted pursuant to Title VII of the Act of Congress known as "The Civil Rights Act of 1964," 42 U.S.C. §§ 2000e et seq. The jurisdiction of this Court is invoked to secure protection of and to redress deprivation of rights secured by (a) 42 U.S.C. §§ 2000e et seq., providing for injunctive and other relief against racial discrimination in employment and (b) 42 U.S.C. § 1981, providing for the equal rights of all persons in every state and territory within the jurisdiction of the United States to make and enforce contracts. Jurisdiction of this Court is also invoked pursuant to 29 U.S.C. §§ 151 et seq., based on violations of the duty of fair representation owed to plaintiffs and the class they represent.

* * * *

V.

(A) Defendant, Pullman Standard, is a Producer of railroad cars, doing business in the State of Alabama, and the City of Bessemer. The Company operates and maintains offices and plants and is an employer within the meaning of 42 U.S.C. §§ 2000e-(b) or (c) in that the Company is engaged in an industry affecting commerce and employs at least twenty-five persons.

(B) Defendant, International Union, United Steelworkers and Local 1466 is a labor organization within the meaning of 42 U.S.C. §§ 2000e(d) and (c) in that United Steelworkers, Local 1466 is engaged in an industry affecting commerce and exists, in whole or in part, for the purpose of dealing with the Company concerning grievances, labor disputes, wages, rates of pay, hours, and other terms or conditions of employment of the employees of the Company at its plants and other facilities located in various cities and states throughout the United States, including employees of the Company's plants and other facilities in and around the City of Bessemer in the State of Alabama. The Local 1466, U.S.W. has at least twenty-five members.

(C) The International Association of Machinist and Aerospace Workers AFL-CIO, is the certified collective bargaining agent for the employees in the machinists' bargaining unit. It has at least twenty-five members.

VI.

(A) All matters regarding compensation, terms, conditions and privileges of employment of the plaintiffs and the class they represent have been, at all times material to this action, governed and controlled by collective bargaining agreements entered into between the International Union, United Steelworkers, and the Company and/or local supplemental agreements (hereinafter referred

to as "agreements") entered into between Local 1466 and the Company. Under and pursuant to the terms of the aforementioned agreements, the defendants have established a promotional and seniority system, the design, intent and purpose of which is to continue and preserve, and which has the effect of continuing and preserving, the defendants' policy, practice, custom and usage of limiting the employment and promotional opportunity of Negro employees of the Company because of race or color.

(B) Defendant Local 1466 has failed and refused to properly represent its black members with respect to the matters herein complained of.

(C) The International Association of Machinist and Aerospace Workers, AFL-CIO is subject to service of process herein and its joinder will not deprive the court of jurisdiction under the subject matter of this action. In its absence, complete relief can not be accorded among those already parties. In addition, the said International Union has an interest relating to the subject of this action and it is so situated that the disposition of this action in his absence may as a practicable matter impair or impede its ability to protect that interest. Plaintiffs do not seek any monetary damages against this defendant.

* * * *

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

Civil Action Number 71-955

LOUIS SWINT and WILLIE JAMES JOHNSON, on behalf of themselves and others similarly situated,
Plaintiffs,

vs.

PULLMAN-STANDARD, Bessemer, Alabama; UNITED STEELWORKERS OF AMERICA, LOCAL 1466; UNITED STEELWORKERS OF AMERICA, AFL-CIO; INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL-CIO; and LOCAL 372, INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL-CIO,
Defendants.

[Filed July 12, 1974]

SECOND AMENDED COMPLAINT

By leave of court previously granted, plaintiffs file this complaint, as twice amended.

I.

Jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1343(4), 42 U.S.C. § 2000e-5(f) and 28 U.S.C. §§ 2201 and 2202. This is a suit in equity authorized and instituted pursuant to Title VII of the Act of Congress known as "The Civil Rights Act of 1964," 42 U.S.C. §§ 2000e et seq. The jurisdiction of this Court is invoked to secure protection of and to redress deprivation of rights secured by (a) 42 U.S.C. §§ 2000e et seq., providing for injunctive and other relief against racial discrimination in employment and (b) 42 U.S.C. § 1981, providing for the equal rights of all persons in every

state and territory within the jurisdiction of the United States to make and enforce contracts. Jurisdiction of this Court is also invoked pursuant to 29 U.S.C. §§ 151 et seq., based on violations of the duty of fair representation owed to plaintiffs and the class they represent.

II.

A. Plaintiffs bring this action on their own behalf and on behalf of other persons similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. The class which plaintiffs represent is composed of black persons who are employed, or might be employed, by the Pullman Standard Company at its plant located in Bessemer, Alabama, and who are members or might become members, of the International Union, United Steelworkers of America, and Local 1466, who have been and continue to be or might be adversely affected by the practices complained of herein.

B. There are common questions of law and fact affecting the rights of the members of this class who are, and continue to be limited, classified and discriminated against in ways which deprive and tend to deprive them of equal employment opportunities and otherwise adversely affect their status as employees because of race and color. These persons are so numerous that joinder of all members is impracticable. A common relief is sought. The interests of said class are adequately represented by plaintiffs. Defendants have acted or refused to act on grounds generally applicable to the class.

C. The prosecution of separate actions by or against individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for the defendant.

III.

This is a proceeding for a declaratory judgment as to plaintiffs' rights and for a preliminary and permanent injunction, restraining defendants from maintaining a policy, practice, custom or usage of: (a) discriminating against plaintiffs and black persons in this class because of a race or color with respect to compensation, terms, conditions and privileges of employment and (b) limiting, segregating and classifying employees of defendant, Pullman Standard Company, who are members of International Union, United Steelworkers Local 1466, in ways which deprive plaintiffs and other black persons in this class of equal employment opportunities and otherwise adversely affect their status as employees because of race and color.

IV.

(A) Plaintiff Louis Swint is a Negro citizen of the United States and a resident of Bessemer in the State of Alabama. Plaintiff Swint has been employed by defendant, Pullman Standard at its plant in Bessemer, Alabama and is a member in good standing of International Union, United Steelworkers, Local 1466.

(B) Plaintiff Willie James Johnson is a Negro citizen of the United States and a resident of Bessemer in the State of Alabama. Plaintiff Johnson is and has been employed by defendant Pullman Standard, at its plant in Bessemer, Alabama and is a member in good standing of International Union, United Steelworkers, Local 1466.

(C) Plaintiff Clyde Humphrey is a black male citizen of the United States and a resident of the City of Bessemer, Alabama. He is and has been employed by the defendant, Pullman Standard, at its plant in Bessemer, Alabama and is a member in good standing of International Union, United Steelworkers, Local 1466.

V.

(A) Defendant, Pullman Standard, is a Producer of railroad cars, doing business in the State of Alabama, and the City of Bessemer. The Company operates and maintains offices and plants and is an employer within the meaning of 42 U.S.C. §§ 2000e-(b) or (c) in that the Company is engaged in an industry affecting commerce and employs at least twenty-five persons.

(B) Defendant, International Union, United Steelworkers and Local 1466 is a labor organization within the meaning of 42 U.S.C. §§ 2000e (d) and (c) in that United Steelworkers, Local 1466 is engaged in an industry affecting commerce and exists, in whole or in part, for the purpose of dealing with the Company concerning grievances, labor disputes, wages, rates of pay, hours, and other terms or conditions of employment of the employees of the Company at its plants and other facilities located in various cities and states throughout the United States, including employees of the Company's plants and other facilities in and around the City of Bessemer in the State of Alabama. The Local 1466, U.S.W. has at least twenty-five members.

(C) The International Association of Machinists and Aerospace Workers AFL-CIO, is the parent organization of the certified collective bargaining agent for the employees in the machinists' bargaining unit. It has at least twenty-five members.

(D) Defendant Local 372, International Association of Machinists and Aerospace Workers, AFL-CIO is the certified collective bargaining agent for the employees of the machinists' bargaining unit at Pullman Standard's plant in Bessemer, Alabama.

VI.

(A) All matters regarding compensation, terms, conditions and privileges of employment of the plaintiffs

and the class they represent have been, at all times material to this action, governed and controlled by collective bargaining agreements entered into between the International Union, United Steelworkers, and the Company and/or local supplemental agreements (hereinafter referred to as "agreements") entered into between Local 1466 and the Company. Under and pursuant to the terms of the aforementioned agreements, the defendants have established a promotional and seniority system, the design, intent and purpose of which is to continue and preserve, and which has the effect of continuing and preserving, the defendants' policy, practice, custom and usage of limiting the employment and promotional opportunity of Negro employees of the Company because of race or color.

(B) Defendant Local 1466 has failed and refused to properly represent its black members with respect to the matters herein complained of.

(C) The International Association of Machinists and Aerospace Workers, AFL-CIO and its local affiliate, Local 372 are subject to service of process herein and their joinder will not deprive the court of jurisdiction under the subject matter of this action. In their absence, complete relief can not be accorded among those already parties. In addition, the said International Union and its local affiliate have an interest relating to the subject of this action and is so situated that the disposition of this action in their absence may as a practicable matter impair or impede their ability to protect that interest. Plaintiffs do not seek any monetary damages against these defendants.

(D) Plaintiff Clyde Humphrey alleges that he was discharged by the company on November 10, 1972 because of his race or color. He filed a grievance concerning this discharge; and his grievance was upheld by an

arbitration award dated November 20, 1973. However the award failed to accord back pay to plaintiff Humphrey for the period of his unlawful discharge. Plaintiff Humphrey had earlier filed a charge of discrimination against the Company and Local 1466 of the Steelworkers, alleging that he was discriminatorily assigned to perform various duties. We received a notice of his right to sue on March 27, 1974.

VII.

(A) The effect, purpose and intent of the policies and practices pursued by the Company have been and continue to be to limit, segregate, classify and discriminate against Negro workers at its Bessemer, Alabama plant in ways which jeopardize the jobs of and tend to deprive the said Negro workers of equal employment opportunities and otherwise adversely affect their status as employees because of their race and color.

VIII.

(A) The Company discriminates against blacks in awarding temporary assignments by giving blacks less desirable jobs and depriving them of training in the more desirable jobs.

(B) The Company maintains a policy, practice, custom, or usage of segregated facilities and of utilizing physicians with segregated facilities.

(C) The Company discriminates against blacks in its hiring policies.

IX.

Plaintiffs and the class they represent are qualified for promotions and for training which could lead to hiring and promotions on the same basis as such opportunities are provided for white employees.

X.

(A) On various dates, including but not limited to the following: October 15, 1969, May 11, 1970 and July 31, 1970, plaintiff Louis Swint filed written charges, under oath, with the Equal Employment Opportunity Commission alleging denial by defendants of plaintiffs' rights under Title VII of the "Civil Rights Act of 1964," 42 U.S.C. §§ 2000e et seq.

(B) On or about September 22, 1971, plaintiff Swint was advised that he was entitled to institute a civil action in the appropriate Federal District Court within thirty (30) days of receipt of said letter.

(C) Neither the State of Alabama nor the City of Bessemer has a law prohibiting the unlawful employment practices alleged herein.

XI.

At all times material herein Local 1466 and the International Union, United Steelworkers of America have been the certified recognized representatives under the National Labor Relations Act of the plaintiffs and the class they represent and, as such, have the duty, under the National Labor Relations Act, to act impartially and fairly represent the interests of plaintiffs and the class they represent.

XII.

Defendants International Union, United Steelworkers of America and Local 1466 have violated and continue to violate their duty of fair representation imposed on them by the National Labor Relations Act in that they have acquiesced and/or joined in the unlawful and discriminatory practices and policies complained of herein and they have failed to protect the Negro members of the Company from said discriminatory policies and practices. The Company has knowingly participated in or

acquiesced in said violation of the duty of fair representation.

XIII.

After the service of charges herein upon the Company, it implemented a scheme of systematic harrassment and intimidation of plaintiff Louis Swint, as a reprisal for his having filed the said charges. This policy led to the ultimate discharge of plaintiff Swint by the Pullman Company, in retaliation for the charges he filed.

XIV.

Plaintiffs and the class they represent have no plain, adequate or complete remedy at law to redress the wrongs alleged herein and this suit for a preliminary and permanent injunction is their only means of securing adequate relief. Plaintiffs and the class they represent are now suffering and will continue to suffer irreparable injury from the defendants' policies, practices, customs and usages as set forth herein.

XV.

WHEREFORE, plaintiffs respectfully pray this Court to advance this case on the docket, order a speedy hearing at the earliest practicable date, cause this case to be in every way expedited and upon such hearing to:

1. Grant plaintiffs and the class they represent a preliminary and permanent injunction enjoining the named defendants, their agents, successors, employees, attorneys and those acting in concert with them and at their direction from continuing to abridge the rights of plaintiffs in respect to compensation, terms, conditions and privileges of employment and from limiting, segregating and classifying plaintiffs and the class they represent in ways which deprive plaintiffs and other black persons of this class of equal employment oppor-

tunities and from otherwise adversely affecting their status as employees because of race and color.

2. Grant plaintiffs and the class they represent a declaratory judgment that the actions of defendant complained of herein violate the rights of plaintiffs and the class they represent guaranteed by Title VII of the Civil Rights Act of 1964 and 42 U.S.C. § 1981.

3. Grant plaintiffs and the class they represent relief requiring defendants to make whole, by appropriate reinstatement and immediate promotion, backpay, and otherwise, all such individuals who have been adversely affected by the practices and the policies herein complained of from the time of defendants' wrongful denial of employment to the present.

4. Allow plaintiffs, their costs herein, including reasonable attorneys fees as provided in Section 706(k) of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-5(k) and other additional relief as may appear to the Court to be equitable and just.

/s/ U. W. Clemon
U. W. CLEMON
ADAMS, BAKER & CLEMON
Suite 1600 - 2121 Building
2121 Eighth Avenue, North
Birmingham, Alabama 35203

Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

Civil Action No. 71-955-S

LOUIS SWINT and WILLIE JAMES JOHNSON, on behalf of themselves and others similarly situated,
Plaintiffs,

vs.

PULLMAN-STANDARD, Bessemer, Alabama, *et al.*,
Defendants.

Jul. 8, 1974

ANSWER OF DEFENDANT INTERNATIONAL ASSOCIATION OF MACHINISTS AND AREOSPACE WORKERS, AFL-CIO

Comes now defendant International Union of Machinists and Aerospace Workers, AFL-CIO, and for answer to the amended complaint filed herein, states as follows:

1. Defendant denies each and every allegation of the amended complaint, except Paragraphs V(C) and VI (C), which are the only portions of said complaint which contains any allegation concerning defendant.

2. As to the allegations of Paragraph V(C), defendant admits that it has at least 25 members, but states that its Local Lodge, rather than the International Union, is actually the certified collective bargaining agent for various employees at Pullman-Standard.

3. As to the allegations of Paragraph VI(C), defendant admits those allegations, except to the effect that it is not the bargaining agent as explained above.

4. Defendant denies that it has violated Title VII of the Civil Rights Act of 1964, as amended, or the Civil

Rights Act of 1866. Defendant further denies that it has discriminated against any member of the Machinists' bargaining unit or any other black employee of Pullman-Standard.

5. Defendant submits to the jurisdiction of this Court, understanding that no claim for monetary relief of any kind is made against it, and offers to abide by any decree which may be entered by this Court.

6. Defendant reserves the right to call witnesses at the trial, although it has not had sufficient knowledge of the claims against it to enable it to comply with the Court's pretrial order requiring the listing of witnesses ten days prior to the trial.

COOPER, MITCH & CRAWFORD

By /s/ John C. Falkenberry
JOHN C. FALKENBERRY

409 North 21st Street
Birmingham, Alabama 35203
328-9576

Attorneys for Defendant

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

CA 71-P-955

SWINT, ET AL.

v.

PULLMAN-STANDARD, ET AL.

SUPPLEMENTAL PRE-TRIAL CONFERENCE
HELD JUNE 4, 1974

1. *Counsel.* The following counsel were present: For plaintiffs, U. W. Clemon; for defendant Company, C. V. Stelzenmuller; and for defendant Steelworkers Union, John C. Falkenberry.

2. *Class Action.* The parties have made known certain facts to the court and have agreed that such facts may be considered by the court without formal hearing otherwise required under Rule 23. On the basis thereof, the court finds and concludes that the prerequisites of Rule 23(a) and 23(b)(2) are satisfied and that this action may hereafter be maintained on behalf of all black persons who are now or have (within one year prior to the filing of any charges under Title VII) been employed by defendant Company as production or maintenance employees represented by the United Steelworkers. The court concludes that individual notification of class members is unnecessary in this action under Rule 23(b)(2) but that it would be appropriate for a general notification of the pendency of this litigation to be posted at the premises of the Company. Counsel for the parties shall attempt to draft such a notification and in the event of disagreement the same shall be presented to the court for its approval.

3. *Parties.* Leave is hereby granted to the plaintiffs to add as additional party defendant (insofar as the relief requested may involve or infringe upon the provisions of such Union's collective bargaining agreement with the Company, it being noted however that no request for monetary relief is being sought against said Union) the appropriate entity of the International Association of Machinists. Leave is also granted for the intervention as a party plaintiff of an employee by the name of Humphrey for the presentation of his claim under Section 1981 with respect to his discharge and subsequent reinstatement without back pay.

4. *Issues.* The following charges are made by the plaintiffs as violations of either Title VII or of Section 1981:

(a) That a system of departmental seniority, even with changes made pursuant to a corrective action program with the Department of Labor, nevertheless perpetuates the effects of past discrimination in the assignment of black employees to generally less desirable departments. This issue subsumes the following assertions by the plaintiffs:

> The transfer provisions under the agreement with the Department of Labor apply to only four departments; the transfer rights which are granted under such plan are inadequate by reason of the failure to provide red-circle rates and by reason of the restriction to a single exercise of such rights; and such rights of transfer do not apply to jobs in the machine shop represented by the IAM. (The issue relative to the machine shop may have to be severed for subsequent trial depending upon the joinder, service, and availability and readiness of the IAM with respect to the trial date already scheduled.)

(b) The Company has discriminatorily made assignments of functions to persons serving in the

same job classification based on race and has discriminatorily assigned persons on the basis of race to "lateral" job classifications having the same job class.

(c) The Company has discriminatorily failed to promote black production and maintenance employees to supervisory and managerial positions.

(d) As individual, non-systemic, claims, the Company has discharged the plaintiff Swint in violation of Title VII or Section 1981 and has discharged (without giving back pay or reinstatement) the potential Intervenor Humphrey in violation of Section 1981.

The plaintiffs seek back pay or other monetary relief incident to the foregoing claims of discrimination; but such issue is severed for trial, if necessary, at a subsequent date. The plaintiffs, in view of proposals made by the defendants in conference, do not intend to challenge the practice by which daily assignments and vacancies have not been publicly posted; but reserve the right to present such an issue at trial if the conference proposals by the defendants prove to be unsatisfactory.

The defendants deny the several charges of discrimination set out above and in addition assert defenses in part based upon applicable statutes of limitation and the effect of arbitration awards.

5. *Discovery.* The parties are given leave to proceed with further discovery provided the same be completed at least ten days prior to trial. The parties shall at least ten days prior to trial exchange a list of witnesses and documents which they anticipate utilizing at trial.

Done this the 4th day of June, 1974.

/s/ Sam C. Pointer, Jr.
SAM C. POINTER, JR.
United States District Judge

TRANSCRIPT OF 1974 TRIAL

BEFORE THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA

[2] Mr. John C. Falkenberry, of the firm Cooper, Mitch & Crawford, 409 North 21st Street, Birmingham, Alabama and Messers. D. Frank Davis and C. V. Stelzenmuller, of the firm Thomas, Taliaferro, Forman, Burr & Murray, Birmingham, and Mr. Franklin B. Synder, 200 South Michigan Avenue, Chicago, Illinois, 60604, appearing on behalf of the Defendants.

* * * *

[3] PROCEEDINGS

July 8, 1974 10:00 A.M.

MORNING SESSION

THE COURT: * * *

* * * *

[6] The Grand Lodge of Machinists has been named as a party defendant in this case for the limited purpose that a part of the relief sought by the plaintiffs may involve some modification to the collective bargaining agreement between the Machinists and the defendant company. The Grand Lodge has indicated that it submits to the jurisdiction of the Court for that limited purpose, not agreeing that any such changes are due to be made, but acknowledging merely that the Court would have power to make such a change if it otherwise [7] was merited by the evidence in the case, and subject further to the fact that the local lodge of the Machinists which apparently is the certified labor union at Pullman-Standard, has not been made as a party defendant and the plaintiff is however given leave, if it desires, if they

desire to do so, to add the local lodge as an additional party defendant, again only for the limited purpose that relief in the form of some modification of the collective bargaining agreement is a part of the requested relief which the plaintiff seeks. That amendment, however, if one be made, should be made I think during this week so we do know what the status is.

* * * *

[400] MS. PRIVETT: I call Harvest Morgan.

MR. HARVEST MORGAN,

being first duly sworn, testified as follows:

* * * *

[402] Q All right. What is your job class now?

A I'm in the Job Class 11, rivet driver.

Q All right. Mr. Morgan, have you ever served as a temporary foreman?

A I most certainly has. In 1971 we were put on the night shift, and I was promoted to supervisor to run the sides and ends job. And I run that job close to two years. * * *

* * * *

[424] Q As a matter of fact, Mr. Morgan, you couldn't make production if everybody just chose up sides like on a ball team, could you, as to where they want to work?

A No. You couldn't make production if you didn't have the men in the right place and right men to do the job, you wouldn't.

* * * *

[832] MISS PRIVETT: I call Tommy Williams, Jr.

MR. TOMMY WILLIAMS, JR.,

being first duly sworn, testified as follows:

* * * *

[860] Q So a fellow just doesn't go all over that side and do whatever strikes his fancy, he sticks to what he is doing, he sticks to one thing usually?

A Say he do what now?

Q I say, any member of that twelve man team that you have, they kind of do the same thing on each seal, don't they?

A Well, they have a job there to do, right.

[861] Q That's right. If I am working on this end, the next time the seal comes down there I wouldn't go down to the other end and start riveting down there, would I, if I was a riveter? You sort of do the same thing over and over again?

A I just stated that everybody has got a job, you know. You have got a job and they got another job on the other end doing the same thing.

Q And that is part of the teamwork, isn't it, that piece after piece you can get more production because you get used to doing that exact little set of duties, isn't that right?

A What do you mean by used to doing?

Q What I am saying is, if you swap with another man, it will take you a little while to get used to what he is doing.

[862] A Well, for some people. See, I can do it all. For some people, you know, that haven't did, these people they mess around sometimes, you know, but you just don't get a man and you know, just like you are saying, just move around from one job. He got a specific job, I got a job, and sometime occasionally I would go on the other end of the department and drive a few rivets.

Q Kind of like a football team, people work together; they do different things, and they do them together. As the work together, they get better, don't they?

A That is right.

Q And that is the way it works?

A All the time, I guess.

Q And if you had every man to be able to switch from end to quarterback, that would mess everything up?

A All depends upon whether you know what you would call understanding about what is going on all the time.

Q That is right.

Everybody perfect, it woudn't matter, but [863] they are not, are they?

A That is right, you are right.

Q I don't think any of us are?

A Not any of us; capable of making mistakes, big mistakes.

Q That is another thing, you kind of reduce the number of mistakes if you are sticking to bucking these particular set of holes or particular set of rivets. It avoids mistakes because you get real familiar with what you are doing on that side sill, don't you?

A Yes.

Q And if there was some system set up where every day you just choose up sides and say, somebody would be working in the paint department wants to come down and work in the steel construction, it wouldn't be likely to be something that would work out very well, would it?

A All depends on if he is familiar with the job.

* * * *

[865] Q Well, let me ask you if it isn't true that [866] at sometimes you say you start up a new order and you get assigned and you have some green men with your crew, or let's just say you might even have a bunch of men that didn't know each other and hadn't worked together, takes you a while before you can get through by 1:30 or 12 o'clock; doesn't it?

A Right.

Q At the very outset of a new order, if you have green men that you are not familiar with, might be good men, but not familiar with working with each other, you could just see how every day maybe you get through a

little bit earlier with your daily quota and you get down to where after the order starts, you get down to where you are really cutting the mustard then, is that true?

A That is right.

Q Sometimes if you start out an order and some green men are on there, you might have to work until 3:15?

A Right.

• • • •

[1200] MR. CLEMON: Mr. Lewis Pinkard.

MR. LEWIS PINKARD,

being first duly sworn, testified as follows:

• • • •

Q Where do you now work?

A Pullman-Standard.

[1201] Q When did you go to work for Pullman?

A July, '62.

• • • •

[1203] • • • What is your present position if any with the union?

A Grievance committeeman.

• • • •

[1212] Q When were the bath houses integrated at Pullman?

A Well, they were left open for blacks and whites in 1968, but they weren't integrated yet.

Q Prior to 1968 had the bath houses at Pullman been segregated?

A Right.

• • • •

[1226] MR. STELZENMULLER: We call Mr. Don Frederick.

MR. DONALD D. FREDERICK

being first duly sworn, testified as follows:

DIRECT EXAMINATION

Q (BY MR. STELZENMULLER) What is your full name?

A Donald D. Frederick.

Q And Mr. Frederick, you are employed by Pullman-Standard?

A Yes.

Q Out at the Bessemer plant?

A Yes.

Q What is your position there?

A Assistant plant manager.

Q How long have you held that position, Mr. Frederick?

A I have held this position nine years. I have been with the company eighteen.

* * * *

[1227] Q Mr. Frederick, just by way of introduction of this, can you give us a general description of the Pullman-Standard car plant in Bessemer and a description of the general nature of the manufacturing process and any unusual characteristics of it?

A Yes, I think I can.

Q Would you tell the Court what type of plant that is, and any characteristics of the production process in general that are significant to its operating methods?

[1228] A Well, at the present time the plant employs approximately 2800 people in 22 departments. These departments, although unrelated in the individual skills required collectively form the team at Pullman-Standard. The skill and efficiency demonstrated in each individual department in accomplishing its own tasks determine how well the team functions in the one common goal of building a quality freight car to the railroad specifications and maintain customer satisfaction in a fairly high competitive field. The freight car manufacturing business is unlike any other business of its size. It functions more

like a small contract fabricator, and that each order or lot as we refer to them is estimated, bid and engineered to meet the individual railroad specifications for the car to be built. This carries on through the manufacturing operation also in that jib, engineering, die engineering, manufacturing, planning, the application of labor by rate department, varies with each order. The orders will vary in size from possibly 25 cars to several thousand. The Bessemer plant is probably [1229] as versatile a plant as there is in the world. It has built many types of cars, such as boxcars, flat cars, gondolas, open hopper car, covered hopper cars, as well as too many variations of these basic cars to mention here. The variety of cars and the fact that cars are custom built makes it impossible to stock any quantity of material or to build any cars for inventory. It just becomes economical and a physical impossibility. The freight car building business is unique compared to other businesses of its size in that it has only one customer, the nation's railroad. Thus as the railroads go pretty much as the way Pullman-Standard goes. I believe anyone who has worked for, lived in the vicinity of a car plant can attest to the cycle and the inherent layout problems it creates. Also the reverse problem, the procurement of people in building a quality car. This external cyclical nature is fairly evident to everybody around it which is created mainly by the purchasing power, lack of or intensity of, but I believe a more subtle internal cycle of labor movement is I believe—this is even greater [1230] than the external cycle. These occur at any production level, even with peak order book and peak production. This is a very difficult cycle to try to explain verbally, but I would like if you bear with me, I will attempt to explain it as simply as I can. The cycle, or more appropriately the cycles that the applications and reduction of labor on any given lot of cars will simulate, is that of possibly three sign waves, displacement in time and varying in magnitude.

The first wave starts on the steel erection track, and if you will try to picture this, it starts at—in a valley in terms of labor application due to the changeover of the track on jigs, fixtures, handling equipment from the requirements of one type of car to the requirements of the following car. This time can vary from a few hours to several weeks, but usually is done within one week. The magnitude of the wave begins to build as the new car proceeds down the production line through in the case of a boxcar some eighteen positions and will continue to build in magnitude [1231] until such time the car reaches the set task or number of cars produced for that day, for each day.

The second wave in a case of a boxcar is generated at the wood erection where any interior equipment that is required in the car is installed. This wave starts in a valley approximately a week to ten days after the steel erection starts. This valley is created by both the difference in the cars and the absence of cars having been produced on the steel erection track during a changeover. The same type of build up in manpower then occurs into up to 24 positions as had occurred on the steel track. In recent years with the exodus of wood, these people have been mainly welders and steel erectors.

Then the third wave which comes about after cars start to come out of the erection—the wood erection area which normally would follow it by a week to ten days ago, start when the cars go successively through the shot blast, prime paint, finish paint, stencil, and finally come to the shipping track. Now what does all this mean? [1232] It means say in the case of the welding department, which is our largest department, it is approximately 800 people, that the manpower requirements for this department are being generated by three different waves with peaks and valleys occurring at different times. The combination of these waves again in terms of the welding department generates a wave of require-

ments that is rather irregular in nature when you combine the three waves. Considering also that it takes approximately 100 cars started on erection track before the first car is on the shipping track, we can get some idea of what the frequency of this wave can be. Many times when the first car hits the shipping track, the last car is on the erection track. This represents as descriptively as I can put it what happens in terms of one line of cars.

To look at the overall picture, we must understand the phenomena is occurring on two other lines at the same time with none of the peaks and valleys coinciding. Here again in the case of the welding department, if all the waves generated by the three tracks were combined, they [1233] would generate a very complicated wave of requirements in terms of manpower, both in magnitude and chain. And to explain the many movements of manpower to satisfy production needs, this is a difficult chart or graph to ever draw because it spells out magnitude, but it dosen't spell displacement between waves in terms of labor. I imagine probably these rapid changes in manpower recognized years ago by the labor and management are why the five day and two day clauses were injected into our labor contract. The five day clause provides that if a man also is laid off due to a track change, he need not be placed in an already producing order if he is to be recalled within five days. The two day provision allows two days to place a man on a production order if he is not to be recalled in two days—in five days. Both of these clauses tend to smooth out the movement of manpower and level out a few of the ripples caused by these waves and create a less effect on quality and production when movements do occur. I think these are probably the biggest single items that are unique to the car building business. I don't know of another industry [1234] that operates as singly, yet has to operate so totally on a production line basis. I believe this will de-

scribe the uniqueness of the shop, and I would like at this time if the Court would permit, to walk through a pictorial plant tour in which we can maybe explain some of the physical characteristics of the car plant.

• • • •

[1392] MR. STELZENMULLER: Call Mr. F. B. Snyder.

FRANKLIN B. SNYDER,

having been first duly sworn, was examined and testified as follows:

• • • •

DIRECT EXAMINATION

• • • •

Q By whom are you employed?

A Pullman, Inc.

Q In what capacity and in what office, what city?

[1393] A I'm a lawyer with their law department in Chicago.

Q And since you have been in the law department there since September, 1962, have you had any particular area of responsibility?

• • • •

[1394] A I have filed and worked with the various plants in our company in the different divisions, the developments under the Civil Rights Act, and the various executive orders which are imposed upon government contractors. I have attended reviews, compliance reviews. I have worked on the affirmative action plans and programs for different locations.

Q And let's see, your company has a plant, car building plant in Butler, Pennsylvania, does it not?

A Yes, sir.

Q How many blacks are employed there presently, if you know?

A At present there are about nine out of the entire force.

[1395] THE COURT: I am having difficulty hearing.

A I am sorry, Judge.

THE COURT: You will have to speak up.

A About nine Negro employees on the Butler payroll.

Q The plant is somewhat smaller than Bessemer but has a payroll upward of a thousand, I take it?

A Oh, yes, it is larger than that.

• • • •

[1461] July 16, 1974 9:00 A.M.

MORNING SESSION

THE COURT: I believe there is to be an announcement on behalf of one of the union defendants.

MR. FALKENBERRY: Yes, sir, may it please the Court.

On Friday an amended complaint was served on Mr. Horn who is the president of Machinists Local Lodge 372, if Your Honor please. I represent that local lodge, although I have not formally filed an answer, I will do so if I might just state for the record my appearance in the event that I may want to propound questions on behalf of that local as well as the international.

THE COURT: Mr. Snyder, are you ready to resume the stand?

MR. SNYDER: Yes, sir.

• • • •

[1463] Q And it was after the union was unable to satiafy the government regarding its proposals that it indicated finally that it would not sign the same agree-

ment that the company had signed in January of 1969?

A That's right, sir.

• • • •

[1464] CROSS EXAMINATION

Q (BY MR. CLEMON) Mr. Snyder, what specifically were the proposals that were made by the union in 1969?

A As a negotiating move in relation to the government, the union suggested a form of transfer possibilities which did not entail taking plant seniority anywhere in the plant, but it was a somewhat broader proposal in the sense of offering transfers to employees than the government ended up with.

Q Was the union in effect proposing that a member of the affected class who wished to transfer should be allowed to transfer to any department and enter that department as a new man?

A I don't believe that it was expressed in terms of an affected class at all.

• • • •

[1465] Q But once they entered the new department, they would enter in effect as a new man at the bottom of the seniority list for that department?

[1466] A That was the suggestion, yes, as covered obviously Negroes and whites.

Q Were there any other seniority proposals which were made by the union at that time?

A I don't remember any.

• • • •

[1472] Q Now, Mr. Snyder, is it a fair statement that in 1972 the OFCC Agreement is virtually identical to the 1969 agreement?

• • • •

Q Red circling was eliminated from the 1972 agreement?

A That is right. It is not in that agreement.

* * * *

[1770] MR. STELZENMULLER: Call Mr. Debrow.

HARRY E. DEBROW, SR.,

being duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (BY MR. STELZENMULLER:) State your name, please, sir?

A Harry E. Debrow, Sr.

Q And where are you employed, sir?

[1771] A Pullman Standard, Bessemer.

Q How long have you been employed by Pullman Standard?

A Thirty-three years.

* * * *

What is your present position, Mr. Bebrow?

A Assistant Contract Compliance Officer.

* * * *

[1882] Q When did the Union the steelworkers union organize that plant or begin to represent employees, if you know, Mr. Debrow?

[1883] A As I recall, it was in the early 40's.

Q Did you have any personal knowledge about that?

A Yes. I was involved in organizing it.

Q All right.

For the United States Steelworkers?

A Right.

Q And what took place there, Mr. Debrow, were negroes active in organizing that plant?

A Negroes organized Local 1466.

Q Did you have—in other words, the movement began with Negroes, to your knowledge?

A It did.

Q And did you have an election out there conducted by the National Labor Relations Board?

A That is to determine we would have the bargaining rights, with that election.

Q I take it they had one election for the machine shop people, which the machinists wanted, and another for the other P & M employees?

A I believe that is about the gist of it.

Q Following the election in which the steelworkers won for that group, right?

[1884] A They won the right to bargain, represent—people they are representing today.

Q Have Negroes taken an active part and held offices, stewardships, committeemen and all that, ever since?

A To my knowledge, every office in there has been filled by Negroes at one time or another, and this organizing of it was all Negro. We didn't have a single white officer.

Q Let me ask you if the stewards in the plant have not been proportionately Negro anyway, or largely Negro ever since 1941?

A Well, I couldn't see been proportioned one way or the other. We have had a lot of each race.

Q Not been any particular distinction, been a lot of both races?

A Been a lot of both races from time to time.

* * * *

[1964] MR. HENRY VANN, JR.,

being first duly sworn, testified as follows:

* * * *

[1967] Q Now what is your present job?

A You mean at the present?

Q Right now.
A Foreman, A Foreman.
Q In the welding department?
A Welding department.

• • • •

[2001] Q Mr. Vann, you had quite a bit of ups and downs in the work force out there, don't you?
A That's right.
Q And you see on this chart here, that pretty illustrates how the plant can go down almost less than a hundred men and on up to 2,800?
A Right.
Q And this means that there is a lot of times when new forces come in that have to be placed in different departments and positions, don't they?
A That's right.

• • • •

[2002] Q Based on your experience in training as a welder, and in your observation of the operations in the welding department, Mr. Vann, do you have an opinion as to what would happen to—what effect would there be on the operations in that welding department if on a recall of a large number of men they were placed throughout the plant according to how long they had been in the plant and without respect to departments?
A You couldn't operate it.
Q You don't think the welding department could operate it?
A No.

• • • •

[2010] Q On the track who decides where a man is going to weld? Say here is the foreman and here is a railroad car, here is a position.
A The foreman designates, you know, that he is supposed to weld. Each man is supposed to have a certain amount of welding on each car.

Q And in that—in this situation are there some people who—well, does he try to maintain [2011] the same position?

A Try to balance it.

Q He don't swap them around every day or anything like that?

A No, you can't do that.

Q Why is that?

A Well, if you do that, you just can't get anything done. See, we have a certain amount of time. Say for instance we have sixteen car lineup, you have thirty minutes at each car, and say for instance if you are on the roll-over, and you have got a man doing this welding, probably corner caps, you know, welding on top of the car, or welding the back part of it, you just can't keep swapping around because you would be losing time.

Q Isn't it kind of like a football team, you have eleven good players, can all play football, but if they get used to playing end, you can't switch them to quarterback?

A Right. You can't designate a certain area for them to work where every man would know his job.

Q Mr. Vann, you have seen many cars built [2012] out there, haven't you?

A Oh, yes.

Q Isn't it true that when you first start up a line, even if you have got all experienced people, and there is a period where you are not making production, why is that?

A Well, first of all in building cars, sometime we get an order that we have never, you know, had at this particular car.

Q It is a little different?

A It's a little different. It's your different items and so forth that goes on it. And each foreman, you know, has a set of blueprints, manpower that he is supposed to use, and he has to in turn show the individual what that he has to do to the car.

Q And does it take each individual a little time to get just used to doing that particular operation?

A It does.

Q And after awhile I guess he gets to where he can just make production and do it real easy?

A That's right.

Q And start on another order, the same man, [2013] he is going through the same thing again?

A That's right.

Q And if you have say ten different positions, you have kind of got to move at a pace of the slowest man as far as pulling cars is concerned?

A That's right.

Q So Mr. Vann, if you were to switch these things around very frequently, is that why you're saying you couldn't make production?

A You couldn't.

* * * *

[2018] Q So, the more you can keep a fellow doing the same general type work, the less you are going to have cripples, as a rule?

A That is true.

Q And we are talking now about not just doing welding, but talking about specific welding assignments, and making that car?

A Right.

* * * *

[2135] MR. STELZENMULLER: Mr. Dick Snyder.

RICHARD C. SNYDER,

having been first duly sworn, was examined and testified as follows:

* * * *

Q By whom are you employed?

A Pullman-Standard.

Q In what capacity and what place?

A My present capacity is supervisor of engineering at Camp Carry Technical Center in Hammond, Indiana.

Q What is done up there at this Technical Center?

A One of the functions which I am involved is [2136] the engineering of freight cars. My particular function is the design and engineering of boxcars.

Q Now, how long have you been working for Pullman?

A 23 years. I started January, 1951.

Q Where was that?

A At the Pullman Standard Plant in Michigan City, Indiana.

Q What kind of plant was that or is that plant?

[2137] A Well, the plant no longer exists, but at the time I started it was primarily a boxcar plant.

Q Making boxcars, the same general nature as those at Pullman?

A Yes, sir.

Q And what kind of work were you doing in January of '51?

A I started in January, '51 in the jig and fixture design department, engineering work.

Q And this involved making fixtures for use out in the plant, right?

A Yes, sir.

Q In other words, your work took you out in the plant a good deal of the time?

A Yes, sir. All the time I was at Michigan City, I was out in the plant quite a bit. At least once a day generally speaking.

Q Now tell me Mr. Snyder, do you—are you generally familiar with the way jobs were assigned up there and the general nature of the seniority system?

A I had the general knowledge because I had to [2138] work with the people of the overall assignments of jobs, not the detailed classifications and so forth, but

I knew at Michigan City the general assignments, yes, sir.

Q How did people—did they have a union contract?

A Yes, sir.

Q How did people apply the seniority, that is in what kind of grouping?

A Well, Michigan City, they had a departmental seniority, and each job was bid on by each individual and this was done on a daily basis.

Q As I take it, like if a vacancy occurred one day, then you would have—

A Every morning before the track started, there was a bidding procedure that took place prior to the start of the production track, to get the force established, and start their daily tasks.

Q And did this procedure consume much time?

A It was very disorganized. In fact, generally speaking the track never started at 7:00. It was usually 8:00, 8:30 before the track [2139] generally started.

Q Now did they have more than one erection track up there?

A They had two erection tracks. And at times there was one track going and at times there were two tracks going.

Q When they changed from one track to two track operations, did this have any effect on the complexity of getting organized?

A Well, it complicated the situation where you would get employees—production employees going from one track to obtain the better jobs.

Q Whatever they picked out?

A That's right. Through their seniority and their bidding of the job.

Q Let me ask you if you know was—were many mistakes made, that is many controversies arise about this thing?

A It varied. We had quite a few cripples. Especially at the end, prior to the closing of Michigan City plant, our quality was greatly affected by this, and we spent a great deal of [2140] additional labor repairing cripples.

* * * *

[2142] Q Was it an unusual number of chalk marks per car, compared to, say, Bessemer, if you have been there?

A Well, actually I think the quality—if you are asking me about the quality, I think the quality was—prior to the closing of Michigan City, was very bad, and much worse than anything I have ever seen at Bessemer.

* * * *

[2189] Q Well, now, Mr. Glaser, if you were to adopt a form or something similar to what they had at Michigan City, do you believe you could maintain the quality of product that you have at Bessemer?

A No, sir, I do not; I would have to say that based on our experience with the Michigan City Plant, that were we in a labor situation that pre- [2190] vailed at the Michigan City Plant, we would not be able to maintain our share of market that we enjoy now.

* * * *

[3498] MR. FALKENBERRY: I call Mr. Ross Hammonds.

ROSS D. HAMMONDS

being first duly sworn, testified as follows:

DIRECT EXAMINATION

Q (BY MR. FALKENBERRY:) Will you state your name, please, sir, and where you work?

A Ross D. Hammonds. I work at Pullman-Standard, Bessemer, Alabama [3499] Q Mr. Hammonds, how long have you worked for Pullman-Standard?

A Twenty-eight years and four months.

Q From that I take it you went to Pullman about 1946?

A Right.

Q Would that be correct?

A February 4, '46.

Q When you first went to Pullman, Mr. Hammonds, was there a union there?

A It was.

Q And what union was that, please, sir?

A Well, it was United Steelworkers, but it wasn't fully organized as it is now.

Q Well, it was back—was it back when they had the old steelworkers acting committee under the old CIO?

A That's right.

Q Did you join the union when you went?

A Sure I joined. You had to slip around and sign cards from different ones that was carrying union cards around to become a member.

Q And you did slip around and sign a union [3500] card sometime in 1946, after you began at Pullman?

A March of '46.

Q All right, sir. At that time in 1946, Mr. Hammonds, was—do you recall whether the union was composed primarily of black employees at Pullman or primarily of white or of about an equal mixture; what was the racial composition of the union at that time?

A It was integrated.

Q Would you say there were more blacks than whites or more whites than blacks in the union?

A There was more whites. There were three white and two black in the top five.

Q That is officers. I'm just talking about the membership.

A Oh, the membership as a whole?

Q Was it mostly black?

A It was mostly black at that time.

Q What I understand you to say about three whites and two blacks, were you referring to the—

A Elected officers.

Q Elected officers at the union?

A Right.

[3501] Q To your recollection, Mr. Hammonds, has that always been the case about the officership in Local 1466, that is, that they have been integrated from 1946 when you first began to work at Pullman?

A As far as I know up until '73 of July.

Q Who were the union officials back when you joined the local?

A When I joined the local, the president was J. M. Herring. He is white. Vice president was Perry Thompson, black. Recording secretary was John Hubbard, which was white. The financial secretary was Pete Quick which was white. The treasurer was—I mean the financial secretary—I want to back up on that, financial secretary which was black was Gus Dickerson, Sr.

Q Right.

A And the treasurer was Pete Quick, white.

Q Now over the course of your membership in the steelworkers, Mr. Hammonds, and in the course of your employment at Pullman-Standard, have you held both elected and appointed offices in Local 1466?

[3502] A I have.

Q Tell us if you will what the first position you ever held was and when that was, if you can remember exactly what it was?

A In 1952 I was elected by the members of the steel erection department as shop steward.

Q How long did you serve just as a shop steward?

A Twelve years.

Q After you were a shop steward, did you hold other offices?

A I was appointed by the local union executive board to carry out an unexpired term due to Mr. Charlie

Robinson's death as trustee in February of '64 to June of '64, which I was elected then as vice president of the local union.

Q All right. How long or how many terms—let me put it that way, did you serve as vice president of Local 1466?

A Three terms.

Q During the time that you were vice president, did you hold another office concurrently with the vice presidency?

[3503] A I held chairman of the grievance committee, and also carried out an unexpired term of the late president, Perry L. Thompson.

Q Now Mr. Thompson died, I believe, in 1972?

A Right.

Q Would that be correct?

A Right.

Q And so you served as president from the time of his death until when?

A Well, from the time that he retired I had taken over as of the first of April, '72.

Q All right. And you served then until the next—

A Until the election of '73.

* * * *

[3510] MISS PRIVETT: No objection.

MR. CLEMON: No objection.

THE COURT: It's received.

Q Mr. Hammonds, after that award was handed down by Mr. McCoy and after black employees started to move into the riveter jobs, was that award given some sort of plantwide application, that is, to other departments to let helpers and other people who had not bid on the higher rated jobs move up?

A Well, I will say it was a ground breaker for the entire plant.

Q Well, would it be fair to say, Mr. Hammonds, that it is that grievance that put Mr. Wormley in the

position at least of being able to try out and be a riveter at the time he was telling us about when he testified?

A It would be.

Q Now, Mr. Hammonds, let me move considerably forward in time from 1964 until 1972, and ask you about a grievance that arose then. Was there a time when the union had a grievance pending and the company made a proposal to merge several departments as a means of settling that grievance?

[3511] A Yeah. They did have—settle a grievance.

Q Tell the Court if you would, please, sir, just what that grievance was about.

A As I recall the plant went down in '72.

Q Was that—

A Due to a layoff.

Q That has been referred to several times here.

A Sure. And they had to change over to the machine shop at this time, and they laid everybody off except for a few employees. During the time that the plant was down there was two automatic saws that was installed in the forge department. And they were moved from the forge department to the punch and shear department. On our return back to work, we protested the moving of the saws, either asked the men that were formerly operating in the forge shop would go down and operate them in the punch and shear area.

Q And take their seniority with them?

A That's right. Well, the company said they had a right to move the machines, and it was a dispute about the men being moved. So the company [3512] came up with a proposal that they would move the men out of the wheel and axel forge shop and I believe it was the hook-ons in the truck shop, steel miscellaneous, all merge into and wherever seniority list falls it would be inserted between the individuals in that department. So bringing that proposal to the committees, we discussed very lengthy

in a meeting there, and I notified with the notice in the plant to be at the union meeting the next meeting. And as explained to some of them in the plant, what the meeting was about and of course they passed the word around. At our arrival at the union meeting, 4:00 Tuesday, in the afternoon, we proposed to the members—

Q Let me interrupt you right there and ask you whether or not the size of the crowd at the meeting, was it larger than usual, smaller than usual or what was the size of the attendance at that particular meeting?

A It was a packed house, I would say. Majority of them were black.

Q That was my next question.

Do you have any recollection about whether [3513] there were more blacks present than whites?

A There were more blacks present than whites.

Q Tell the Court, if you will, what happened then? You were beginning to say that the officers I guess or did you do it personally yourself made the presentation to the local?

A I made the presentation to the local myself.

Q You did that yourself?

A Right.

Q Did you explain what the company had proposed, that is, to dovetail the seniority from all those departments?

A We did.

Q All right. Was there a decision made by the entire membership present as to the company's proposal to dovetail seniority in those departments?

A Well, time would allow for all members that were present to have a chance to ask questions and speak their opinion. And after doing that, each committee got up and explained the part that they wanted to help explain. Then a motion was carried allowing them to vote on whatever way they [3514] wanted to be. The democratic organization motion was made, seconded by

another member, and carried, and it was voted unanimous to turn the proposal from the company down because they didn't want the merger in there.

Q In other words, the decision was unanimous?

A Right.

Q And the decision was to reject the proposal to merge the department in slot seniorities?

A Right.

Q After that time and after that meeting, Mr. Hammonds, I take it that really is the last time that that question has come up at least in that large a context?

A That is the only time.

* * * *

[3534] Q You testified at one time there was a vote down there on merging. Do I understand it right that the vote was to merge or dovetail the seniority in some five departments?

A It was.

Q Or did it just include crane jobs in those departments or was it everything in those five departments?

A That was where the men were going—operating machines. Since we were grieving about the saw job, which was a machine, then the company proposed to the union to merge the forge shop, the wheel and axel department, along with the hook-on and cranemans and steel miscellaneous departments and place their seniority wherever allotted in those departments. That is what the vote was about.

Q Wasn't it to—was it to put this punch [3535] and shear department and press department in there too or just the cranemen or what?

A Well, it was all combined.

Q All to be combined?

A Now punch and shear, press and miscellaneous, forge and wheel and axel were proposed to be merged with those other three named.

* * * *

[3535] Q * * * And I'd better ask you this, was there any kind of advance notice to the members that that would be voted on, and you say there was a big crowd?

A Sure. Wasn't a written notice, but it was a notice what we put up saying everybody be at the union meeting at 4:00 Tuesday, such and such a date.

* * * *

[3536] Q Were any opinions expressed in that meeting for or against a merger of departments?

A There was only one individual that I can recall, and he is dead now, that spoke in favor of moving it over, because if he come over there in that department, he would get a chance to work a little bit longer than the rest of—than he had been. But that was only one man.

Q Was he black or white?

A He was white.

* * * *

Q In other words, one white man spoke out for it because—and you feel that he had something to gain personally by a merger?

A Right.

* * * *

[3537] Q And did other people speak out in opposition to the proposal?

A Well, about—out of about five hundred and something members, I would say that were present at that particular meeting, we will say about twenty of them spoke their opinion about it which was against them.

Q What was the basis that—of their understanding why, why were they against it?

A Because they didn't want a man to come in and be slotted over them, and cut off, and they would have a chance to be cut off where they haven't been. In other words, they were being moved out of some line of promo-

tion where it would—so they would remain in the seniority bracket as it is now.

Q In other words, they indicated that they had some interest in maintaining that seniority system the way it was?

A Right.

* * * *

[3609] Q Now, Mr. Hammonds, did y'all explore with [3610] the company various proposals, different ways to merge departments at that time or was it all just based on one proposal?

A No. As I recall we set down and discussed it several times, and we drawed up two different types of operations there we thought might have worked, and after looking into it, it wasn't satisfactory enough, so we discarded. And then we finally came up with the assistance of the international and local union with this proposal here, the company did. So we had taken it before the rank and file.

Q So you say when you're working out some preliminary proposals, you were considering what would be feasible in an operation, didn't you?

A Sure. I was looking at the long time service employees in that department, and I also was looking at the advantage and disadvantage in it.

Q But I mean in making a proposal that made any sense, you didn't go and look say at—talk about confining—let me think of a good example. The paint shipping track department say with the power house department, that would have no—make [3611] no sense much, would it?

A It wouldn't have any connection as far as the operation comparison.

Q People wouldn't know a thing about the other operation, would they?

A That's right.

Q So you were really considering things that would be operationally feasible that you did have enough relation that people could be reasonably be expected to qualify on any other jobs and all that, isn't that what you were after at that time?

A In other words, to make it more understandable were that if a man was a press operator or any kind of machine operator in the forge shop, then he goes to the press department, he would still have knowledge of operating the machine. Now you couldn't handle—we thought we couldn't handle it, take a man out of the press department and send him to the electric department when he never has had any knowledge of electricity.

Q Certain kinds of mergers of seniorities you mentioned just make no sense as far as building cars?

[3612] A Right.

Q That is obvious, isn't it, Mr. Hammonds?

A That's right.

Q You know that the company—do you know whether or not the company has proposed other types of modifications in the seniority system such as combining all the transportation functions, that is, the rail, you know the rail, what they call the railroad department, all the cranes in the place, the forklift trucks and steel miscellaneous, storage in the steelyard, do you know that has been proposed in the collective bargaining?

A Well, under the forklift operators where they were in the transportation department which would come under—they were steel storage. So they tried to combine them all in the transportation department which would come under the head of crane operator hook-on and all that.

Q You know that that has been a proposal that has been made?

A That's right.

Q And one operational advantage you can have the same crane operator go from one end to the other [3613] which they don't do now, is that right?

A That's right.

Q All that has been discussed, hasn't it?

A While I was in there, it has.

Q Let me ask you if the union and the union membership hasn't uniformly opposed this for the same reason they are opposing any such merger?

A We have uniform proposals to them, and also we have rejected some of the proposals that they brought up.

Q It has been proposed and talked about different kinds of mergers, but somebody is always going to get hurt, and they—the membership won't go along with it, that is true, isn't it, Mr. Hammonds?

A Well, you can't help everybody and you can't hurt everybody.

Q That's right. And let me ask you, Mr. Hammonds, if you go to tinkering with that from the operational standpoint, you have got to view whether it makes sense to help you build cars, don't you?

A All that has to be taken into consideration.

Q From the employees' standpoint, you have got to figure out what affect it is going to have on the [3614] employees, don't you?

A Right.

Q And both of those are very important in that, aren't they?

A Sure.

Q And let me ask you this, those things, when they come up, they have been the subject of serious discussions and as far as you are concerned good faith efforts by both union and the company to work something out?

A Yeah. Anything that we thought was—would cause any trouble legally, what I mean from—we may have to face the EEOC or the office of compliance department

as far as the union is concerned, and we would contact the international along with the international lawyer representative of the firm to see the best way to go.

* * * *

[3616] Q How many times has the question of a merger of departments been put to the full membership of the union per vote?

A What do you mean? By entire program?

Q That's right.

A We have had it come up ourselves I would say about three times.

Q And have the votes on these mergers been unanimous?

A The one that we did have, sure.

Q There have been no opposition votes whatsoever?

A No one voted against.

* * * *

[3840] RALPH JONES,

being first duly sworn, testified as follows:

* * * *

Q Where do you work?

A Pullman-Standard.

Q When did you come to work there?

A 1945.

* * * *

[3850] Q Was there an occasion, Mr. Jones, when you discussed the possibility of your transfer to another department?

A Yes.

Q What department was it?

A To the maintenance department.

Q How did that discussion come about?

A I was asked by Mr. Debrow would I consider being a millwright, and I told him I would. And later on I was called down to the office, and Mr. Crotwell told me

that the two presidents [3851] wouldn't agree for me to interchange unions. And I in turn went back and talked to Mr. Miles about it. And he said he didn't know anything about it. He didn't even know that I was being considered for millwright. So then I was called back down again and asked to be a mechanic. I had prior schooling as a mechanic. And Mr. Crotwell, after he—after the conversation was over, he told me, he said, well, Ralph, I'm sorry, but they just won't let you interchange unions, but if you find me a good nigger that is mechanical minded and can learn, you write him a note, and I will hire him.

* * * *

[3853] Q Let me ask you if Mr. Crotwell said anything to you when you were discussing going to be a millwright to the effect that you—about what your sennority status would be if you did go over there?

A He told me, said you could work over there two years, and I understood that part that is in the contract and all of that was well and good with me, and after I indicated that I didn't mind that, then he told me that the president wouldn't allow me to interchange local unions.

Q That is all he told you was he just would not allow you to change unions?

A That is what he told me, that the two presidents had agreed upon.

Q And he didn't say anything about seniority in connection with changing union membership or [3854] anything like that?

A Oh, yeah. He told me that I would be the youngest man in the department on the seniority list. Well, I understood that in the beginning.

* * * *

[3861] Q Now, you told Mr. Clemon about your attempt [3862] to get a millwright job and your conver-

sation with Mr. Crotwell, Mr. Jones. As I understand your testimony, Mr. Crotwell tried to put it on the two local unions as the reason to tell you why you couldn't get that job by telling you that the local presidents would not let you switch unions?

A That's right.

Q Do you know whether or not as a matter of fact the company has anything to do with whether or not an employee belongs to one union or another?

A No, I don't.

Q In fact, Mr. Minor indicated to you that it really wasn't any of the company's business who belonged to what union, didn't he?

A No. He said he didn't know, even know anything about it.

Q He just said that he—did he tell you that he had not told Crotwell that you couldn't switch unions and he didn't know you were interested in the job?

A That's right.

Q Did you ever talk to Mr. Ed Davidson then, who was the IAM local president?

[3863] A No, I didn't.

* * * *

[4045] THE COURT:

Also, I think it would be of some value if the Court indicated of record what appear to be the races or colors of the various witnesses who have testified. Sometimes that is brought [4046] out in examination and sometimes it is not. If counsel would follow with me on my notations as I read them into the record, and if there is any questions about it, you can correct my notation. These, I believe, are in the order in which they have testified: J. R. Hudson, white; Henry Thompson, black; Alvester Braxton, black; Sam Maxwell, black; Matthew Hunter, black; Spurgeon Seals, black; Kie Bates, black; Edward Lofton, black; Richard Davis, black; Hugh Wilson, black; Edgar Davis, black; Harvest Morgan, black; Samuel

Thomas, black; John Hampton, black; Jessie Heard, black; L. D. Holmes, black; Albert Johnson, black; Junior Wormley, black; Leonard Lewis, black; Katrina Mitchell, black; Fred Baltimore, black; Tommy Williams, black; Willie James Johnson, black; Clyde Humphrey, black; Louis Swint, black; Louis Pinkard, black; Donald Frederick, white; Franklin Snyder, white; Clyde Robertson, white; Harry Debrow, black; Henry Vann, black; John London, black; Dick Snyder, white; Thomas Blazer, white; Miles Ward, black; Walter Whitehurst, white; Paul Walker, black; James Moss, white; F. R. Rodriguez, white or [4047] Spanish surnamed; Austin Cain, white; Alfred Moorer, black; Bill Eddings, white; William Poe, white; Colin Clemons, white; Leullen LeShoure, black; Harry Crane, white; Fred Cottrell, black; William J. Harris, white; George Johnston, white; Fred Prince, black; Fount Hammock, white; Fred Hull, white; Ross Hammonds, black; Albert Wolff, white; Gerald McCarroll, black; Willie Lewis, black; Ralph Jones, black; Theodore Sparks, black; Willie Thomas, black; Samuel Thomas, black; Walter Hinton, black; Eugene McGee, black; Robert Northfleet, black; Bobby Arnold, black; A. C. Cole, black; Virgil Northfleet, black; George Washington, black; William C. Harris, black; L. D. Holmes, black; and according to my records this covers each of the witnesses.

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EXHIBITS INTRODUCED AT 1974 TRIAL

PLAINTIFFS' EXHIBIT 55

COMPARATIVE JOB CLASSES OF PULLMAN-STANDARD PRODUCTION AND MAINTENANCE EMPLOYEES WITH MORE THAN SIX YEARS OF SENIORITY AS OF JUNE, 1973

Job Class	Non-Incentive Hourly Wage Rate As of 10/1/73	Whites	Blacks	Total
1	$3.635	0	6	6
2	3.635	0	4	4
3	3.733	1	0	1
4	3.831	10	63	73
5	3.929	3	45	48
6	4.027	67	302	369
7	4.125	6	50	56
8	4.223	31	82	113
9	4.321	25	43	68
10	4.419	450	57	507
11	4.517	29	68	97
12	4.615	29	14	43
13	4.713	30	2	32
14	4.811	0	1	1
15	4.909	27	2	29
16	5.007	15	3	18
17	5.105	1	0	1
18	5.203	23	1	24
20	5.399	6	0	6
		753	743	1497

% of Black employees earning less than $4.25 hourly (Job Class 8 or below):	74.1%
% of White employees earning more than $4.40 hourly (Job Class 10 or above):	80.7%
% of Black employees earning more than $4.40 hourly (Job Class 10 or above):	19.9%
% of White employees earning less than $4.25 hourly (Job Class 8 or below):	15.8%

COMPANY EX. 309

PULLMAN-STANDARD—BESSEMER;
SWINT AND JOHNSON VS. PULLMAN-STANDARD

RACIAL STATISTICS ON P&M STEELWORKERS UNION OFFICERS, COMMITTEEMEN AND STEWARDS FROM 1965 TO DATE

BESSEMER—April 4, 1973

CONFIDENTIAL

MR. F. B. SNYDER:

In accordance with your memorandum of February 14, 1973, I am sending the attached information concerning the above subject.

This report shows that there was a majority of Negro Union Department Shop Stewards during the period of time involved. In addition, Mr. J. Mautman Herring, who was President of the local Steelworkers Union for approximately 22 years and a Union Committeeman for approximately 30 years, has stated that there were more Negro Union Shop Stewards during the many years he served in an official capacity for the Steelworkers Union.

The report also shows that the office of President, Chairman of the Grievance Committee, Acting President, Vice President, Financial Secretary and Grievance Committeeman has been held by a Negro.

/s/ J. R. Hudson
J. R. HUDSON

BESSEMER—March 12, 1973

Mr. J. Mautman Herring, Badge No. 2633, who was President of Local Union No. 1466 (Steelworkers) for approximately 22 years, and a Union Committeeman for approximately 30 years, made the statement that during that period of time, there were more Negro Union Shop Stewards than Caucasian Union Shop Stewards.

/s/ J. R. Hudson

1965		
Officers	Caucasian	Negro
5	3	2
Shop Stewards	Caucasian	Negro
28	13	15
1966		
Officers	Caucasian	Negro
5	3	2
Shop Stewards	Caucasian	Negro
28	13	15
Through June, 1967		
Officers	Caucasian	Negro
5	3	2
Shop Stewards	Caucasian	Negro
28	13	15
From July, 1967		
Officers	Caucasian	Negro
5	3	2
Shop Stewards	Caucasian	Negro
32	9	23
1968		
Officers	Caucasian	Negro
5	3	2
Shop Stewards	Caucasian	Negro
32	9	23
1969		
Officers	Caucasian	Negro
5	3	2
Shop Stewards	Caucasian	Negro
32	9	23
Through June, 1970		
Officers	Caucasian	Negro
5	3	2
Shop Stewards	Caucasian	Negro
32	9	23

From July, 1970		
Officers	Caucasian	Negro
6	3	3
Shop Stewards	Caucasian	Negro
33	10	23
1971		
Officers	Caucasian	Negro
6	3	3
Shop Stewards	Caucasian	Negro
39	13	26
Through February, 1972		
Officers	Caucasian	Negro
6	3	3
Shop Stewards	Caucasian	Negro
39	13	26
From March, 1972		
Officers	Caucasian	Negro
6	3	3
Shop Stewards	Caucasian	Negro
39	13	26
1973		
Officers	Caucasian	Negro
6	3	3
Shop Stewards	Caucasian	Negro
40	14	26

UNITED STEELWORKERS OF AMERICA
PRODUCTION AND MAINTENANCE EMPLOYEES
LOCAL UNION NO. 1466

UNION OFFICERS—1965

PRESIDENT AND CHAIRMAN OF THE GRIEVANCE COMMITTEE		
Badge No. 2633	Mautman J. Herring	C
VICE PRESIDENT		
Badge No. 982	Ross Hammonds	N
FINANCIAL SECRETARY		
Badge No. 963	Gus Dickerson	N
TREASURER		
Badge No. 2651	Earl Walls	C
RECORDING SECRETARY		
Badge No. 2306	John H. Porter, Jr.	C

SHOP STEWARDS—1965

WELDING DEPARTMENT		
Badge No. 2853	Wilburn L. Lanier	C
Badge No. 2734	Jack Posey	C
Badge No. 1654	Henry Vann, Jr.	N
Badge No. 1655	Neal Bell	N
Badge No. 2641	Robert C. Grimes	C
Badge No. 1637	Robert Mosely	N
Badge No. 1643	Gus Levins	N
Badge No. 2872	Felton H. White	C
STEEL CONSTRUCTION DEPARTMENT		
Badge No. 692	O. J. Gilbert	N
STEEL ERECTION DEPARTMENT		
Badge No. 1022	Willie Key	N
MAINTENANCE DEPARTMENT		
Badge No. 3347	Leon Bridges	C
Badge No. 3350	Milton Baughn	C
Badge No. 3358	James C. Blackmon	C
PUNCH, SHEAR AND PRESS DEPARTMENTS		
Badge No. 849	Sam West	N
Badge No. 2483	Glenn Acker	C
Badge No. 508	William Jordan	N
STEEL MISCELLANEOUS DEPARTMENT		
Badge No. 1867	Manuel Cleveland	N
Badge No. 1859	William F. Wilkes	N

TRUCK DEPARTMENT		
Badge No. 771	Lister Walton	N
MISCELLANEOUS STORES		
Badge No. 1814	Simmie Robinson	N
STEEL STORES DEPARTMENT		
Badge No. 1353	Cleotha Wilson	N
PAINT & SHIPPING TRACK DEPARTMENT		
Badge No. 4596	James B. Harmon	C
Badge No. 426	Willie Carter	N
Badge No. 4547	Leroy Carr	C
WOOD ERECTION DEPARTMENT		
Badge No. 346	Nathanial Pope	N
WOOD MILL DEPARTMENT		
Badge No. 2568	Wilmer T. Aldridge	C
PLANT PROTECTION DEPARTMENT		
Badge No. 3614	Clayton W. Wright	C
POWER HOUSE DEPARTMENT		
Badge No. 3301	Gerald Beggs	C

UNITED STEELWORKERS OF AMERICA
PRODUCTION AND MAINTENANCE EMPLOYEES
LOCAL UNION NO. 1466

UNION OFFICERS—1966

PRESIDENT AND CHAIRMAN OF THE GRIEVANCE COMMITTEE		
Badge No. 2633	Mautman J. Herring	C
VICE PRESIDENT		
Badge No. 982	Ross Hammonds	N
FINANCIAL SECRETARY		
Badge No. 963	Gus Dickerson	N
TREASURER		
Badge No. 2651	Earl Walls	C
RECORDING SECRETARY		
Badge No. 2306	John H. Porter, Jr.	C

SHOP STEWARDS—1966

STEEL MISCELLANEOUS DEPARTMENT		
Badge No. 1867	Manuel Cleveland	N
Badge No. 1839	William F. Wilkes	N
TRUCK DEPARTMENT		
Badge No. 771	Lister Walton	N
MISCELLANEOUS STORES		
Badge No. 1814	Simmie Robinson	N
STEEL STORES DEPARTMENT		
Badge No. 1353	Cleotha Wilson	N
PAINT & SHIPPING TRACK DEPARTMENT		
Badge No. 4596	James B. Harmon	C
Badge No. 426	Willie Carter	N
Badge No. 4547	Leroy Carr	C
WOOD ERECTION DEPARTMENT		
Badge No. 346	Nathanial Pope	N
WOOD MILL DEPARTMENT		
Badge No. 2568	Wilmer T. Aldridge	C
PLANT PROTECTION DEPARTMENT		
Badge No. 3614	Clayton W. Wright	C
POWER HOUSE DEPARTMENT		
Badge No. 3301	Gerald Beggs	C
WELDING DEPARTMENT		
Badge No. 2853	Wilburn L. Lanier	C
Badge No. 2734	Jack Posey	C
Badge No. 1654	Henry Vann, Jr.	N
Badge No. 1655	Neal Bell	N
Badge No. 2641	Robert C. Grimes	C
Badge No. 1637	Robert Mosley	N
Badge No. 1643	Gus Levins	N
Badge No. 2872	Felton H. White	C
STEEL CONSTRUCTION DEPARTMENT		
Badge No. 692	O. J. Gilbert	N
STEEL ERECTION DEPARTMENT		
Badge No. 1022	Willie Key	N
MAINTENANCE DEPARTMENT		
Badge No. 3347	Leon Bridges	C
Badge No. 3350	Milton Baughn	C
Badge No. 3358	James C. Blackmon	C

PUNCH, SHEAR AND PRESS DEPARTMENTS

Badge No. 849	Sam West	N
Badge No. 2483	Glenn Acker	C
Badge No. 508	William Jordan	N

UNITED STEELWORKERS OF AMERICA
PRODUCTION AND MAINTENANCE EMPLOYEES
LOCAL UNION NO. 1466

UNION OFFICERS THROUGH JUNE, 1967

PRESIDENT AND CHAIRMAN OF THE GRIEVANCE COMMITTEE

Badge No. 2633	Mautman J. Herring	C

VICE PRESIDENT

Badge No. 982	Ross Hammonds	N

FINANCIAL SECRETARY

Badge No. 963	Gus Dickerson	N

TREASURER

Badge No. 2651	Earl Walls	C

RECORDING SECRETARY

Badge No. 2306	John H. Porter, Jr.	C

SHOP STEWARDS THROUGH JUNE, 1967

WELDING DEPARTMENT

Badge No. 2853	Wilburn L. Lanier	C
Badge No. 2734	Jack Posey	C
Badge No. 1654	Henry Vann, Jr.	N
Badge No. 1655	Neal Bell	N
Badge No. 2641	Robert C. Grimes	C
Badge No. 1637	Robert Mosley	N
Badge No. 1643	Gus Levins	N
Badge No. 2872	Felton H. White	C

STEEL CONSTRUCTION DEPARTMENT

Badge No. 692	O. J. Gilbert	N

STEEL ERECTION DEPARTMENT

Badge No. 1022	Willie Key	N

MAINTENANCE DEPARTMENT

Badge No. 3347	Leon Bridges	C
Badge No. 3350	Milton Baughn	C
Badge No. 3358	James C. Blackmon	C

PUNCH, SHEAR AND PRESS DEPARTMENTS

Badge No. 849	Sam West	N
Badge No. 2483	Glenn Acker	C
Badge No. 508	William Jordan	N

STEEL MISCELLANEOUS DEPARTMENT

Badge No. 1867	Manuel Cleveland	N
Badge No. 1839	William F. Wilkes	N

TRUCK DEPARTMENT

Badge No. 771	Lister Walton	N

MISCELLANEOUS STORES

Badge No. 1814	Simmie Robinson	N

STEEL STORES DEPARTMENT

Badge No. 1353	Cleotha Wilson	N

PAINT & SHIPPING TRACK DEPARTMENT

Badge No. 4596	James B. Harmon	C
Badge No. 426	Willie Carter	N
Badge No. 4547	Leroy Carr	C

WOOD ERECTION DEPARTMENT

Badge No. 346	Nathanial Pope	N

WOOD MILL DEPARTMENT

Badge No. 2568	Wilmer T. Aldridge	C

PLANT PROTECTION DEPARTMENT

Badge No. 3614	Clayton W. Wright	C

POWER HOUSE DEPARTMENT

Badge No. 3301	Gerald Beggs	C

UNITED STEELWORKERS OF AMERICA
PRODUCTION AND MAINTENANCE EMPLOYEES
LOCAL UNION NO. 1466

UNION OFFICERS FROM JULY, 1967

PRESIDENT AND CHAIRMAN OF THE GRIEVANCE COMMITTEE

Badge No. 3326	Milton M. Minor	C

VICE PRESIDENT

Badge No. 982	Ross Hammonds	N

FINANCIAL SECRETARY

Badge No. 1773	Eugene McGee	N

TREASURER

Badge No. 3331	Henry L. Taylor	C

RECORDING SECRETARY

Badge No. 2010	C. E. Kimbrel	C

SHOP STEWARDS FROM JULY, 1967

WELDING DEPARTMENT

Badge No. 2872	Felton White	C
Badge No. 2703	Horace Logan	C
Badge No. 1676	Joe Gray	N
Badge No. 1619	Fayette Dudley	N
Badge No. 2970	R. L. Benton	C

STEEL CONSTRUCTION DEPARTMENT

Badge No. 651	Elijah Knox	N
Badge No. 1811	Calvin Glover	N

MAINTENANCE DEPARTMENT

Badge No. 3325	W. B. Hartley	C
Badge No. 3474	W. J. Scott	C

PUNCH, SHEAR AND PRESS DEPARTMENTS

Balge No. 563	Willie Simmons	N
Badge No. 530	William Jones	N
Badge No. 508	Willie Jordan	N
Badge No. 2483	Glen Acker	C
Badge No. 2541	J. P. Williams	C
Badge No. 1102	Henry Clayton	N
Badge No. 503	Joe Carlton	N

STEEL ERECTION DEPARTMENT

Badge No. 1024	Horace Perry	N
Badge No. 1103	Ralph Jones	N

WHEEL AND AXLE DEPARTMENT

Badge No. 2172	Jack Rogers	C
Badge No. 1266	William Winder	N
Badge No. 2178	Ed Beck	C

STEEL MISCELLANEOUS DEPARTMENT

Badge No. 1867	Manual Cleveland	N
Badge No. 1376	Cleo E. Campbell	N
Badge No. 948	Robert L. Williams	N
Badge No. 307	Craig Paulding	N

WOOD ERECTION DEPARTMENT

Badge No. 346	Nathanial Pope	N

PAINT DEPARTMENT

Badge No. 486	Henry Moore	N
Badge No. 484	Willie Johnson	N
Badge No. 436	Herman Torrence	N

STEEL STORES DEPARTMENT

Badge No. 923	Theadore Miller	N
Badge No. 1162	Donald Foreman	N

TRUCK DEPARTMENT

Badge No. 770	Thomas L. Ratcliff	N

UNITED STEELWORKERS OF AMERICA
PRODUCTION AND MAINTENANCE EMPLOYEES
LOCAL UNION NO. 1466

UNION OFFICERS—1968

PRESIDENT AND CHAIRMAN OF THE GRIEVANCE COMMITTEE

Badge No. 3326	Milton M. Minor	C

VICE PRESIDENT

Badge No. 982	Ross Hammonds	N

FINANCIAL SECRETARY

Badge No. 1773	Eugene McGee	N

TREASURER

Badge No. 3331	Henry L. Taylor	C

RECORDING SECRETARY

Badge No. 2010	C. E. Kimbrel	C

SHOP STEWARDS—1968

WELDING DEPARTMENT

Badge No. 2872	Felton White	C
Badge No. 2703	Horace Logan	C
Badge No. 1676	Joe Gray	N
Badge No. 1619	Fayette Dudley	N
Badge No. 2970	R. L. Benton	C

STEEL CONSTRUCTION DEPARTMENT

Badge No. 651	Elijah Knox	N
Badge No. 1811	Calvin Glover	N

MAINTENANCE DEPARTMENT

Badge No. 3325	W. B. Hartley	C
Badge No. 3474	W. J. Scott	C

PUNCH, SHEAR AND PRESS DEPARTMENTS

Badge No. 563	Willie Simmons	N
Badge No. 530	William Jones	N
Badge No. 508	Willie Jordan	N
Badge No. 2483	Glen Acker	C
Badge No. 2541	J. P. Williams	C
Badge No. 1102	Henry Clayton	N
Badge No. 503	Joe Carlton	N

STEEL ERECTION DEPARTMENT

Badge No. 1024	Horace Perry	N
Badge No. 1103	Ralph Jones	N

WHEEL AND AXLE DEPARTMENT

Badge No. 2172	Jack Rogers	C
Badge No. 1266	William Winder	N
Badge No. 2178	Ed Beck	C

STEEL MISCELLANEOUS DEPARTMENT

Badge No. 1867	Manual Cleveland	N
Badge No. 1376	Cleo E. Campbell	N
Badge No. 948	Robert L. Williams	N
Badge No. 307	Craig Paulding	N

WOOD ERECTION DEPARTMENT

Badge No. 346	Nathanial Pope	N

PAINT DEPARTMENT

Badge No. 486	Henry Moore	N
Badge No. 484	Willie Johnson	N
Badge No. 436	Herman Torrence	N

STEEL STORES DEPARTMENT

Badge No. 923	Theadore Miller	N
Badge No. 1162	Donald Foreman	N

TRUCK DEPARTMENT

Badge No. 770	Thomas L. Ratcliff	N

UNITED STEELWORKERS OF AMERICA
PRODUCTION AND MAINTENANCE EMPLOYEES
LOCAL UNION NO. 1466

UNION OFFICERS—1969

PRESIDENT AND CHAIRMAN OF THE GRIEVANCE COMMITTEE		
Badge No. 3326	Milton M. Minor	C
VICE PRESIDENT		
Badge No. 982	Ross Hammonds	N
FINANCIAL SECRETARY		
Badge No. 1773	Eugene McGee	N
TREASURER		
Badge No. 3331	Henry L. Taylor	C
RECORDING SECRETARY		
Badge No. 2010	C. E. Kimbrel	C

SHOP STEWARDS—1969

WELDING DEPARTMENT		
Badge No. 2872	Felton White	C
Badge No. 2703	Horace Logan	C
Badge No. 1676	Joe Gray	N
Badge No. 1619	Fayette Dudley	N
Badge No. 2970	R. L. Benton	C
STEEL CONSTRUCTION DEPARTMENT		
Badge No. 651	Elijah Knox	N
Badge No. 1811	Calvin Glover	N
MAINTENANCE DEPARTMENT		
Badge No. 3326	W. B. Hartley	C
Badge No. 3474	W. J. Scott	C
PUNCH, SHEAR AND PRESS DEPARTMENTS		
Badge No. 563	Willie Simmons	N
Badge No. 530	William Jones	N
Badge No. 508	Willie Jordan	N
Badge No. 2483	Glen Acker	C
Badge No. 2541	J. P. Williams	C
Badge No. 1102	Henry Clayton	N
Badge No. 503	Joe Carlton	N
STEEL ERECTION DEPARTMENT		
Badge No. 1024	Horace Perry	N
Badge No. 1103	Ralph Jones	N

WHEEL AND AXLE DEPARTMENT

Badge No. 2172	Jack Rogers	C
Badge No. 1266	William Winder	N
Badge No. 2178	Ed Beck	C

STEEL MISCELLANEOUS DEPARTMENT

Badge No. 1867	Manual Cleveland	N
Badge No. 1376	Cleo E. Campbell	N
Badge No. 948	Robert L. Williams	N
Badge No. 307	Craig Paulding	N

WOOD ERECTION DEPARTMENT

Badge No. 346	Nathanial Pope	N

PAINT DEPARTMENT

Badge No. 486	Henry Moore	N
Badge No. 484	Willie Johnson	N
Badge No. 436	Herman Torrence	N

STEEL STORES DEPARTMENT

Badge No. 923	Theadore Miller	N
Badge No. 1162	Donald Foreman	N

TRUCK DEPARTMENT

Badge No. 770	Thomas L. Ratcliff	N

UNITED STEELWORKERS OF AMERICA
PRODUCTION AND MAINTENANCE EMPLOYEES
LOCAL UNION NO. 1466

UNION OFFICERS THROUGH JUNE, 1970

PRESIDENT AND CHAIRMAN OF THE GRIEVANCE COMMITTEE

Badge No. 3326	Milton M. Minor	C

VICE PRESIDENT

Badge No. 982	Ross Hammonds	N

FINANCIAL SECRETARY

Badge No. 1773	Eugene McGee	N

TREASURER

Badge No. 3331	Henry L. Taylor	C

RECORDING SECRETARY

Badge No. 2010	C. E. Kimbrel	C

SHOP STEWARDS THROUGH JUNE, 1970

WELDING DEPARTMENT		
Badge No. 2872	Felton White	C
Badge No. 2703	Horace Logan	C
Badge No. 1676	Joe Gray	N
Badge No. 1619	Fayette Dudley	N
Badge No. 2970	R. L. Benton	C
STEEL CONSTRUCTION DEPARTMENT		
Badge No. 651	Elijah Knox	N
Badge No. 1811	Calvin Glover	N
MAINTENANCE DEPARTMENT		
Badge No. 3326	W. B. Hartley	C
Badge No. 3474	W. J. Scott	C
PUNCH, SHEAR AND PRESS DEPARTMENTS		
Badge No. 563	Willie Simmons	N
Badge No. 530	William Jones	N
Badge No. 508	Willie Jordan	N
Badge No. 2483	Glen Acker	C
Badge No. 2541	J. P. Williams	C
Badge No. 1102	Henry Clayton	N
Badge No. 503	Joe Carlton	N
STEEL ERECTION DEPARTMENT		
Badge No. 1024	Horace Perry	N
Badge No. 1103	Ralph Jones	N
WHEEL AND AXLE DEPARTMENT		
Badge No. 2172	Jack Rogers	C
Badge No. 1266	William Winder	N
Badge No. 2178	Ed Beck	C
STEEL MISCELLANEOUS DEPARTMENT		
Badge No. 1867	Manual Cleveland	N
Badge No. 1376	Cleo E. Campbell	N
Badge No. 948	Robert L. Williams	N
Badge No. 307	Craig Paulding	N
WOOD ERECTION DEPARTMENT		
Badge No. 346	Nathanial Pope	N
PAINT DEPARTMENT		
Badge No. 486	Henry Moore	N
Badge No. 484	Willie Johnson	N
Badge No. 436	Herman Torrence	N

STEEL STORES DEPARTMENT

Badge No. 923	Theadore Miller	N
Badge No. 1162	Donald Foreman	N

TRUCK DEPARTMENT

Badge No. 770	Thomas L. Ratcliff	N

UNITED STEELWORKERS OF AMERICA
PRODUCTION AND MAINTENANCE EMPLOYEES
LOCAL UNION NO. 1466

UNION OFFICERS FROM JULY, 1970

PRESIDENT AND CHAIRMAN OF THE GRIEVANCE COMMITTEE

Badge No. 1603	Perry L. Thompson	N

VICE PRESIDENT

Badge No. 982	Ross Hammonds	N

FINANCIAL SECRETARY

Badge No. 1022	Willie Key	N

RECORDING SECRETARY

Badge No. 2010	Chesley E. Kimbrel	C

TREASURER

Badge No. 3331	Henry L. Taylor	C

COMMITTEEMAN

Badge No. 298	William T. Adkins	C

SHOP STEWARDS FROM JULY, 1970

WELDING DEPARTMENT

Badge No. 1655	Neal Bell	N
Badge No. 1621	Dennis McGruder	N
Badge No. 2851	J. C. Kennedy	C
Badge No. 4946	H. M. Thomas	C
Badge No. 1027	Fred Hampton	N

STEEL ERECTION DEPARTMENT

Badge No. 1022	Willie Key	N
Badge No. 1024	Horace Perry	N
Badge No. 1005	Louis Pinkard	N

STEEL CONSTRUCTION DEPARTMENT

Badge No. 545	Samuel Harris	N
Badge No. 651	Elijah Knox	N

MAINTENANCE DEPARTMENT		
Badge No. 1773	Eugene McGee	N
Badge No. 3377	Billy Joe Pickens	C
PUNCH, SHEAR AND PRESS DEPARTMENTS		
Badge No. 2483	Glenn Acker	C
Badge No. 580	Robert Murry	N
Badge No. 563	William Simmons	N
Badge No. 555	Robert Sanders	N
Badge No. 1102	Henry Clayton	N
WHEEL & AXLE DEPARTMENT		
Badge No. 2172	Jack Rodgers	C
FORGE DEPARTMENT		
Badge No. 4585	Jerald Hammonds	C
Badge No. 1305	Matthew Hunter	N
STEEL MISCELLANEOUS DEPARTMENT		
Badge No. 1364	James Taylor	N
Badge No. 1868	O. J. Herndon	N
WOOD ERECTION DEPARTMENT		
Badge No. 306	Edward Dancy	N
PAINT & SHIPPING TRACK DEPARTMENT		
Badge No. 486	Henry Moore	N
Badge No. 4550	Orville Canoles	C
Badge No. 484	Willie Johnson	N
STEEL STORES DEPARTMENT		
Badge No. 1162	Donald Foreman	N
TRUCK DEPARTMENT		
Badge No. 770	T. L. Ratcliff	N
MISCELLANEOUS STORES		
Badge No. 1814	Simmie Roberson	N
PLANT PROTECTION & JANITORS DEPARTMENTS		
Badge No. 1689	Willie Thomas	N
Badge No. 3614	Clayton Wright	C
INSPECTION DEPARTMENT		
Badge No. 4970	William C. Boyd	C
Badge No. 2958	Henry Hogg	C

UNITED STEELWORKERS OF AMERICA
PRODUCTION AND MAINTENANCE EMPLOYEES
LOCAL UNION NO. 1466

UNION OFFICERS—1971

PRESIDENT AND CHAIRMAN OF THE GRIEVANCE COMMITTEE

Badge No. 1603	Perry L. Thompson	N

VICE PRESIDENT

Badge No. 982	Ross Hammonds	N

FINANCIAL SECRETARY

Badge No. 1022	Willie Key	N

RECORDING SECRETARY

Badge No. 2010	Chesley E. Kimbrel	C

TREASURER

Badge No. 3331	Henry L. Taylor	C

COMMITTEEMAN

Badge No. 298	William T. Adkins	C

SHOP STEWARDS—1971

WELDING DEPARTMENT

Badge No. 1655	Neal Bell	N
Badge No. 1621	Dennis McGruder	N
Badge No. 2851	J. C. Kennedy	C
Badge No. 4946	H. M. Thomas	C
Badge No. 1027	Fred Hampton	N
Badge No. 3566	Earl Baldwin	C
Badge No. 4720	L. E. Walker	C
Badge No. 3530	Arval L. Hulsey	C

STEEL ERECTION DEPARTMENT

Badge No. 1022	Willie Key	N
Badge No. 1024	Horace Perry	N
Badge No. 1005	Louis Pinkard	N

STEEL CONSTRUCTION DEPARTMENT

Badge No. 545	Samuel Harris	N
Badge No. 651	Elijah Knox	N

MAINTENANCE DEPARTMENT

Badge No. 1773	Eugene McGee	N
Badge No. 3377	Billy Joe Pickens	C

PUNCH, SHEAR AND PRESS DEPARTMENT

Badge No. 2483	Glenn Acker	C
Badge No. 580	Robert Murry	N
Badge No. 565	William Simmons	N
Badge No. 555	Robert Sanders	N
Badge No. 1102	Henry Clayton	N

WHEEL & AXLE DEPARTMENT

Badge No. 2172	Jack Rodgers	C

FORGE DEPARTMENT

Badge No. 4585	Jerald Hammonds	C
Badge No. 1305	Matthew Hunter	N

STEEL MISCELLANEOUS DEPARTMENT

Badge No. 1364	James Taylor	N
Badge No. 1868	O. J. Herndon	N
Badge No. 318	Clarence S. Hearns	N
Badge No. 1832	Henry B. Moore	N

WOOD ERECTION DEPARTMENT

Badge No. 306	Edward Dancy	N

PAINT & SHIPPING TRACK DEPARTMENT

Badge No. 486	Henry Moore	N
Badge No. 4550	Orville Canoles	C
Badge No. 484	Willie Johnson	N

STEEL STORES DEPARTMENT

Badge No. 1162	Donald Foreman	N

TRUCK DEPARTMENT

Badge No. 770	T. L. Ratcliff	N

MISCELLANEOUS STORES

Badge No. 1814	Simmie Roberson	N

PLANT PROTECTION & JANITORS DEPARTMENTS

Badge No. 1689	Willie Thomas	N
Badge No. 3614	Clayton Wright	C

INSPECTION DEPARTMENT

Badge No. 4970	William C. Boyd	C
Badge No. 2958	Henry Hogg	C

UNITED STEELWORKERS OF AMERICA
PRODUCTION AND MAINTENANCE EMPLOYEES
LOCAL UNION NO. 1466

UNION OFFICERS THROUGH FEBRUARY, 1972

PRESIDENT AND CHAIRMAN OF THE GRIEVANCE COMMITTEE		
Badge No. 1603	Perry L. Thompson (Retired February, 1972)	N
VICE PRESIDENT		
Badge No. 982	Ross Hammonds	N
FINANCIAL SECRETARY		
Badge No. 1022	Willie Key	N
RECORDING SECRETARY		
Badge No. 2010	Chesley E. Kimbrel	C
TREASURER		
Badge No. 3331	Henry L. Taylor	C
COMMITTEEMAN		
Badge No. 298	William T. Adkins	C

SHOP STEWARDS THROUGH FEBRUARY, 1972

WELDING DEPARTMENT		
Badge No. 1655	Neal Bell	N
Badge No. 1621	Dennis McGruder (Deceased 10-24-72)	N
Badge No. 2851	J. C. Kennedy	C
Badge No. 4946	H. M. Thomas	C
Badge No. 1027	Fred Hampton	N
Badge No. 3566	Earl Baldwin	C
Badge No. 4720	L. E. Walker	C
Badge No. 3530	Arval L. Hulsey	C
STEEL ERECTION DEPARTMENT		
Badge No. 1022	Willie Key	N
Badge No. 1024	Horace Perry	N
Badge No. 1005	Louis Pinkard	N
STEEL CONSTRUCTION DEPARTMENT		
Badge No. 545	Samuel Harris	N
Badge No. 651	Elijah Knox	N
MAINTENANCE DEPARTMENT		
Badge No. 1773	Eugene McGee	N
Badge No. 3377	Billy Joe Pickens	C

PUNCH, SHEAR AND PRESS DEPARTMENTS

Badge No. 2483	Glenn Acker	C
Badge No. 580	Robert Murry	N
Badge No. 563	William Simmons	N
Badge No. 555	Robert Sanders	N
Badge No. 1102	Henry Clayton	N

WHEEL & AXLE DEPARTMENT

Badge No. 2172	Jack Rodgers	C

FORGE DEPARTMENT

Badge No. 4585	Jerald Hammonds	C
Badge No. 1305	Matthew Hunter	N

STEEL MISCELLANEOUS DEPARTMENT

Badge No. 1364	James Taylor	N
Badge No. 1868	O. J. Herndon	N
Badge No. 318	Clarence S. Hearns	N
Badge No. 1832	Henry B. Moore	N

WOOD ERECTION DEPARTMENT

Badge No. 306	Edward Dancy	N

PAINT & SHIPPING TRACK DEPARTMENT

Badge No. 486	Henry Moore	N
Badge No. 4550	Orville Canoles	C
Badge No. 484	Willie Johnson	N
Badge No. 472	Edward Lofton	N

STEEL STORES DEPARTMENT

Badge No. 1162	Donald Foreman	N

TRUCK DEPARTMENT

Badge No. 770	T. L. Ratcliff	N

MISCELLANEOUS STORES

Badge No. 1814	Simmie Roberson	N

PLANT PROTECTION & JANITORS DEPARTMENT

Badge No. 1689	Willie Thomas	N
Badge No. 3614	Clayton Wright	C

INSPECTION DEPARTMENT

Badge No. 4970	William C. Boyd	C
Badge No. 2958	Henry Hogg	C

UNITED STEELWORKERS OF AMERICA
PRODUCTION AND MAINTENANCE EMPLOYEES
LOCAL UNION NO. 1466

UNION OFFICERS FROM MARCH, 1972

PRESIDENT AND CHAIRMAN OF THE GRIEVANCE COMMITTEE		
Badge No. 982	Ross Hammonds	N
VICE PRESIDENT		
Badge No. 1162	Donald Foreman	N
FINANCIAL SECRETARY		
Badge No. 1022	Willie Key	N
RECORDING SECRETARY		
Badge No. 2010	Chesley E. Kimbrel	C
TREASURER		
Badge No. 3331	Henry L. Taylor	C
COMMITTEEMAN		
Badge No. 298	William T. Adkins	C

SHOP STEWARDS FROM MARCH, 1972

WELDING DEPARTMENT		
Badge No. 1655	Neal Bell	N
Badge No. 1621	Dennis McGruder (Deceased 10-24-72)	N
Badge No. 2851	J. C. Kennedy	C
Badge No. 4946	H. M. Thomas	C
Badge No. 1027	Fred Hampton	N
Badge No. 3566	Earl Baldwin	C
Badge No. 4720	L. E. Walker	C
Badge No. 3530	Arval L. Hulsey	C
STEEL ERECTION DEPARTMENT		
Badge No. 1022	Willie Key	N
Badge No. 1024	Horace Perry	N
Badge No. 1005	Louis Pinkard	N
STEEL CONSTRUCTION DEPARTMENT		
Badge No. 545	Samuel Harris	N
Badge No. 651	Elijah Knox	N
MAINTENANCE DEPARTMENT		
Badge No. 1773	Eugene McGee	N
Badge No. 3377	Billy Joe Pickens	C

PUNCH, SHEAR AND PRESS DEPARTMENTS

Badge No. 2483	Glenn Acker	C
Badge No. 580	Robert Murry	N
Badge No. 563	William Simmons	N
Badge No. 555	Robert Sanders	N
Badge No. 1102	Henry Clayton	N

WHEEL & AXLE DEPARTMENT

Badge No. 2172	Jack Rodgers	C

FORGE DEPARTMENT

Badge No. 4585	Jerald Hammonds	C
Badge No. 1305	Matthew Hunter	N

STEEL MISCELLANEOUS DEPARTMENT

Badge No. 1364	James Taylor	N
Badge No. 1868	O. J. Herndon	N
Badge No. 318	Clarence S. Hearns	N
Badge No. 1832	Henry B. Moore	N

WOOD ERECTION DEPARTMENT

Badge No. 306	Edward Dancy	N

PAINT & SHIPPING TRACK DEPARTMENT

Badge No. 486	Henry Moore	N
Badge No. 4550	Orville Canoles	C
Badge No. 484	Willie Johnson	N
Badge No. 472	Edward Lofton	N

STEEL STORES DEPARTMENT

Badge No. 1162	Donald Foreman	N

TRUCK DEPARTMENT

Badge No. 770	T. L. Ratcliff	N

MISCELLANEOUS STORES

Badge No. 1814	Simmie Roberson	N

PLANT PROTECTION & JANITORS DEPARTMENT

Badge No. 1689	Willie Thomas	N
Badge No. 3614	Clayton Wright	C

INSPECTION DEPARTMENT

Badge No. 4970	William C. Boyd	C
Badge No. 2958	Henry Hogg	C

UNITED STEELWORKERS OF AMERICA
PRODUCTION AND MAINTENANCE EMPLOYEES
LOCAL UNION NO. 1466

UNION OFFICERS THROUGH JUNE, 1973

PRESIDENT AND CHAIRMAN OF THE GRIEVANCE COMMITTEE		
Badge No. 982	Ross Hammonds	N
VICE PRESIDENT		
Badge No. 1162	Donald Foreman	N
FINANCIAL SECRETARY		
Badge No. 1022	Willie Key	N
RECORDING SECRETARY		
Badge No. 2010	Chesley E. Kimbrel	C
TREASURER		
Badge No. 3331	Henry L. Taylor	C
COMMITTEEMAN		
Badge No. 298	William T. Adkins	C

SHOP STEWARDS—1973

WELDING DEPARTMENT		
Badge No. 1655	Neal Bell	N
Badge No. 2851	J. C. Kennedy	C
Badge No. 4946	H. M. Thomas	C
Badge No. 1027	Fred Hampton	N
Badge No. 3566	Earl Baldwin	C
Badge No. 4720	L. E. Walker	C
Badge No. 3530	Arval L. Hulsey	C
Badge No. 220	Larry McCullough	C
STEEL ERECTION DEPARTMENT		
Badge No. 1022	Willie Key	N
Badge No. 1024	Horace Perry	N
Badge No. 1005	Louis Pinkard	N
STEEL CONSTRUCTION DEPARTMENT		
Badge No. 545	Samuel Harris	N
Badge No. 651	Elijah Knox	N
Badge No. 322	A. G. Richardson	N
MAINTENANCE DEPARTMENT		
Badge No. 1773	Eugene McGee	N
Badge No. 3377	Billy Joe Pickens	C

PUNCH, SHEAR AND PRESS DEPARTMENTS

Badge No. 2483	Glenn Acker	C
Badge No. 580	Robert Murry	N
Badge No. 563	William Simmons	N
Badge No. 555	Robert Sanders	N
Badge No. 1102	Henry Clayton	N

WHEEL & AXLE DEPARTMENT

Badge No. 2172	Jack Rodgers	C

FORGE DEPARTMENT

Badge No. 4585	Jerell S. Hammonds	C
Badge No. 1305	Matthew Hunter	N

STEEL MISCELLANEOUS DEPARTMENT

Badge No. 1364	James Taylor	N
Badge No. 1868	O. J. Herndon	N
Badge No. 318	Clarence S. Hearns	N
Badge No. 1832	Henry B. Moore	N

WOOD ERECTION DEPARTMENT

Badge No. 306	Edward Dancy	N

PAINT & SHIPPING TRACK DEPARTMENT

Badge No. 486	Henry Moore	N
Badge No. 4550	Orville Canoles	C
Badge No. 484	Willie Johnson	N
Badge No. 472	Edward Lofton	N

STEEL STORES DEPARTMENT

Badge No. 1162	Donald Foreman	N

TRUCK DEPARTMENT

Badge No. 770	T. L. Ratcliff	N

MISCELLANEOUS STORES

Badge No. 1814	Simmie Roberson	N

PLANT PROTECTION & JANITORS DEPARTMENT

Badge No.	Willie Thomas	N
Badge No. 3614	Clayton Wright	C

INSPECTION DEPARTMENT

Badge No. 4970	William C. Boyd	C
Badge No. 2958	Henry Hogg	C

COMPANY EX. 351

TRANSCRIPT OF 1978 TRIAL

[17] MR. CLEMONS: Your Honor, we would now like to call as our first witness Mr. Thomas.

SAMUEL THOMAS, JR.,

being first duly sworn, testified as follows:

DIRECT EXAMINATION

Q (BY MR. CLEMONS:) Mr. Thomas, will you state to the Court your full name?

A Samuel Thomas, Jr.

Q Where do you live, Mr. Thomas?

A Route 4, Box 55.

Q Are you employed by Pullman-Standard?

[18] A Yeah.

Q When did you go to work for Pullman?

A '46, January 2.

Q Was that at the Bessemer plant?

A Bessemer plant.

Q Are you a member of a union?

A Yeah.

Q What union are you a member of?

A 1466.

Q How long have you been a member of the union?

A Ever since '46.

Q Have you attended union meetings?

A Yeah.

Q Mr. Thomas, was there a time when union meetings were segregated?

A Yeah.

Q Would you describe how the segregation worked?

A Well, on the picnic they give on Labor Day, well, we will have our picinics would be in different places. The whites would be in one place, and the blacks in the other.

• • • •

Q Were there any social activities sponsored by the union on a segregated basis?

[19] A Well, I can't recall that. I don't know.

Q At union meetings did blacks and whites sit together?

A No.

Q Where did the blacks sit?

A They sat on one side, and we had one side.

* * * *

CROSS EXAMINATION

Q (BY MR. STELZENMULLER:) Mr. Thomas, the seating arrangement is the same as we have here today?

A Yeah.

* * * *

CROSS EXAMINATION

Q (BY MR. FALKENBERRY:) Mr. Thomas, the local union has not held any picnics since sometime during the 1950's, have they?

A Yeah, that is right.

* * * *

[20] THE COURT: Mr. Thomas, throughout the period that the picnics were held until sometime in the fifties, were they held as you have described, that is, one place for whites and one place for blacks?

A Yes, sir.

THE COURT: Now insofar as the meetings are concerned, you have said that for some period of time the meetings were segregated in that whites sat on one side of the union hall and blacks sat on another?

A Yes, sir.

THE COURT: Has that continued to be the case even at the present date?

A No. They sit like they want to now.

THE COURT: About how long has it been that you have noticed that the whites would sit on both sides and blacks on both sides?

A Well, that has been since—I would say since we had that trial up here. I can't recall the time. Back in '74.

THE COURT: Now prior to '74, back in the sixties, was there any actual attempt made by blacks to sit on what had been the white side or did it just continue the way prior practice had [21] developed?

A Well, no, they couldn't sit over there. They just didn't go over there.

THE COURT: When you say they just couldn't do it, did anybody ever try it?

A Well, asked the president, and they would tell him three times seven is twenty-one, and they want to know what to do, and that is the only answer he would give.

THE COURT: Say that again.

A They would ask the president, and he would say three times seven is twenty-one, and they know what they want to do about it.

THE COURT: What did that mean?

A I don't know. That is all he would tell us.

THE COURT: Three times seven is twenty-one?

A Yes. That means you're grown, I guess.

THE COURT: It means what?

A You're grown. You are a man. That is what I get out of it.

THE COURT: You understood him to say that people were grown men, and they would do what they want to do?

[22] A That is right.

THE COURT: Was this when some question came up as to whether it was all right to sit on both sides of the aisle, or whatever it was?

A No, it wasn't all right. We couldn't do it—probably they would do something to us, I guess. They just say we couldn't sit over there. So we just went and sat where we sat at.

THE COURT: How did it ever come up; was it in some union meeting where somebody got up and said why are we sitting like this, why can't we sit on the other side of the aisle? Was this what happened?

A Well, when we went to the union meetings, the president told us we couldn't sit over there. Said there is a white side and a black side.

THE COURT: And who was the president at that time?

A Paul Henn.

THE COURT: Was he white or black?

A White.

THE COURT: There have been periods of time, have there not, that blacks have served as officers of the union?

A Well, the secretary and vice president [23] I believe sometimes in the sixties, I believe—in the fifties.

THE COURT: In the fifties there were blacks who served as vice president and secretary?

A Yeah.

THE COURT: Well, actually even since the fifties, have there not been blacks who served as officers as well as whites who served as officers?

A Yeah. Blacks have been serving.

THE COURT: Has this been pretty much continuously since the 1950's that there have been both blacks and whites served?

A Well, there have been about I would say about half.

THE COURT: About half the officers were white and about half of the officers were black?

A Yeah.

THE COURT: Insofar as voting on any matters and insofar as talking in the union meetings about matters of both whites and blacks, had the opportunity to speak and to vote?

A Yeah.

THE COURT: So far as you noticed, was there any distinction made between the way a white could speak and vote and the way a black could speak [24] and vote?

A They all could speak and vote, yeah.

THE COURT: Now on the negotiating groups, when there were the collective bargaining agreements came up, were there both whites and blacks on those negotiating groups or just whites or just blacks or what?

A That would be something in the contract, wouldn't it? Negotiations would be like a contract, wouldn't it?

THE COURT: Right.

A Well, blacks and whites would leave. They would go.

THE COURT: I believe that is all. I, of course, am aware we have documentary evidence in terms of the—who the officers of the union and stewards have been, as well as their races over the years that was introduced in the last trial. And I have that available to me. But I wanted to inquire of this particular witness.

* * * *

[25] RECROSS EXAMINATION

Q (BY MR. FALKENBERRY:) Mr. Thomas, I understood you to say you went to work at Pullman in January of 1946?

A That is right.

Q Did you know Mr. Perry Thompson at that time?

A Yes, sir.

Q And Mr. Gus Dickerson?

A Yes.

Q Were they either officers or on the contract negotiating committee when you came to work at Pullman?

A Yeah.

Q And they are both black men, aren't they?

A Yes.

Q Did you know Mr. E. B. Jackson?

A Edward Jackson?

Q Right.
A Yes.
Q Was he a black man?
[26] A Yeah.
Q Was he also on the committee when you came to Pullman in '46?
A Yeah. There were some in the union.

• • • •

[26] THE COURT: Is it your recollection that generally when the union was discussing and considering contracts and changes in rules, that the whites [27] and blacks usually voted the same way or were there times when white union members would vote pretty much all one way and black union members would pretty much vote all another way?
A Well, I don't know about that. All I know is they stand when they vote.
THE COURT: Do you ever recall any kind of issue coming up during contract times or rules times where the blacks voted pretty much to a plan one way, and the whites voted pretty much to a plan the other way?
A I can't recall that.

• • • •

[27] WILLIE JAMES JOHNSON,

being first duly sworn, testified as follows:

• • • •

[30] Mr. Johnson, did you attend union meetings back in the fifties and sixties?
A Yes, I did. Beginning of '66 up until now.
Q At that time was the seating segregated?
A Yes, they were.
Q Were there separate restroom facilities [31] for blacks and whites at the union hall?
A Yes, there were.
Q Likewise at the company was there segregated facilities?
A Right.

Q Drinking facilities?

A Drinking facilities, bathrooms, locker rooms, everything was segregated.

Q How long did those segregated facilities at the company last?

A Until approximately June or July, 1967.

Q How long did the segregated facilities, that is, the restroom facilities at the local union last?

A Until about the same time.

Q Do you recall any discussions at a union meeting concerning a grievance of black workers?

A Grievance?

Q Yes.

A Yeah. We had an undiscriminatory contract had been negotiated in our basic contract.

Q When was this?

A In '63. And we had questioned the president about segregated job assignments at the plant. And he would always tell us, well, we have got white [32] jobs because you're going to stay on the black jobs, and the whites are going to maintain the white jobs. So about March of 1963, thirteen black employees were dropped, laid off, I mean, and thirteen junior whites remained in the plant. So we thirteen black employees filed a thirteen grievance saying the company was discriminating. And when we came to the union meeting that Tuesday night, the president, when he called the meeting to order, he had the thirteen grievances. And he held them up in his hand, and he said, I have thirteen grievances here, racial grievances that have been filed by thirteen black employees out in the plant against the company. And he criticized those thirteen black employees for filing such grievance. And I want the rank and file to tell me whether or not to tear these grievances up or process them. Well, one white man got up and made a motion that he tear them up. But we had the majority that night of blacks, and we voted it down, and made a mo-

tion to process the grievances. And we did win the vote. But the president did not process the grievances. And later we went to the National Labor Relations Board and filed discrimination charges there. At that same night the secretary was Gus Dickerson.

[33] Q Was Gus Dickerson a black man?

A Yes, he was a black man. But he got up and told us he was not going to process a racial grievance. It wasn't time for it, and he wasn't going to do it.

Q In your occupation as a member of the union during the fifties and early sixties, Mr. Johnson, did the black union officials press racial grievances or complaints of racial grievances at this time?

A No. They would always say there wasn't time for it.

Q The president of the union is now a black man, is he not?

A Yes, he is.

Q When did the union elect its first black president?

A In 1970, I think it was.

Q Who was that?

A Perry L. Thompson.

Q At that time had anybody ever run for president and lost?

A Yes. Perry had ran a number of times before.

Q I take it blacks had served as president—I'm sorry, as secretary, financial secretary and [34] vice president of the local?

A Yes, they have.

* * * *

[52] MR. STELZENMULLER: This chart contains certain other information. I would like to explain it, because I think it would be helpful to follow through that mass of documents.

As shown on the chart, the sources are given for the information contained in 1941 voting lists which is in evidence. The annual overtime bonus summaries for the

years '41 through '46, those are in evidence. The United Steelworkers checkoff list for 1946 which is in evidence. The seniority lists for 1947 to date, and the union contracts themselves. I think all we may have missed—did we miss any, Frank, or getting all—do we have an unbroken series of all the contracts—we have pretty close to it anyway.

The chart shows several things. It shows departments and changes in the name or changes in the identity of them from the period of 1941 up to now.

It shows the different bargaining units, because there have been several changes in there that we think are material as showing how certain [53] groups got broken out of other groups. Sometimes it was by reason of the NLRB's certifying in certain ways. It also shows changes in the seniority system at the Bessemer plant over that period, as shown by the key, the little gold dots, a couple of them on there indicate the IBEW bargaining unit. The columns are different points of time where a change took place. Not every year is indicated, because not every year was any change. The two gold dots up here signify the electrical, and had in there the NLRB's certification and were covered in their first union contract. As shown by the chart, the IBEW was decertified in 1946, whereupon the electricians went back into the maintenance department of United Steelworkers where they had been broken out. They became represented by the United Steelworkers and the power house which was that group of people also that went back into the steelworkers unit. But that didn't occur until June 1, '47.

Inasmuch as, and I will explain what the row of black dots mean. The significant thing occurred then.

The silver dots are the International Association of Machinists which are shown on the chart, [54] originally had five groups of people in the unit, that which is now called maintenance IAM, die and tool, wheel and axel, and the air brake pipe shop.

In 1944 this column shows when the IBE—the IAM certification was changed. There is testimony, I think, in Mr. Herring's deposition, of how that came about. At that time the machinists also—the NLRB changed these three groups out of the IAM and in to the United Steelworkers bargaining unit. For that reason they are shown with red dots. The red dots signifying, according to the key, United Steelworkers while departmental seniority prevailed, which it did at that time.

Finally the black dots refer to United Steelworkers departments or groups where occupational seniority prevails. Because for a period of time from June 1, 1947, to September 1, 1954, there was no departmental seniority system of the type that exists now, but seniority was applied by occupations which actually amount to classification within departments as shown on the charts. The International Association of Machinists which still represents unbrokenly represented certain maintenance employees and certain die and tool employees. They have always had a classification seniority system where [55] insofar as layoffs, recalls and the like are concerned, people are in competition only with members in their own classification. So there has been no change in IAM. There was a change in the United Steelworkers and a change back in 1954 to the departmental system.

Next to the last column is September 1, 1954. The last column says to present. There have been no changes at all in this system since that time with one exception, that this boiler house department, a new department created September 1, '54, became vacant. That is as shown on the 1964 senority list. There have been no hourly employees in that department since March 2, 1965.

We submit that the chart not only helps you follow through the different changes, and where different people came from, but also it will be significant to you in that it shows whereas there were a number of changes around

during the period when the occupational seniority prevailed, they didn't really have anything to do with seniority.

THE COURT: Let me just interrupt you at this point on a question I need now is whether or not there is objection to Exhibit 27. And I would take it that it would not be objected to. The [56] plaintiff may have a desire to, in some way, contradict something that is shown there by virtue of reference to other evidence, and may not agree with the methodology used. But I take it it should be received in the same way that Plaintiffs' Exhibit 110 was received.

MR. CLEMON: Well, Your Honor, we would object to the portrayal of the truck department as being a CIO department in 1942. Actually the truck department was certified as IAM was the truck department, was black by a letter gave to the CIO department, by the letter of December 19, I think it was, 1941.

Likewise, we object to the use of overtime bonus summaries as a basis for determining the departments that existed under the contracts. Those overtime bonus summaries, some of them are in evidence elsewhere in this case in the earlier hearing, and some of those would show that there is a department known as press, punch and shear, but in point of fact, we know them to be two departments. We say that the use of those overtime bonus summaries, while they might show what—how the company treated certain units, they don't show what the union agreed to and what was provided for in the contract. That [57] that would be shown by the seniority lists which are required to be kept by the contract.

THE COURT: Let me interrupt you just a minute, Mr. Clemon.

As I understand it, your Exhibit 110 is based upon the original voting list and upon the seniority lists that are 1947 and subsequent.

MR. CLEMON: Yes, sir.

THE COURT: And while there may be some differences between your compilation and this defendant's Exhibit 27, with respect to those years, it seems to me that is just a contradiction of evidence.

MR. CLEMON: That is correct.

THE COURT: The real question becomes the period of time between 1941 and 1947, and perhaps the significance of those changes. I really wonder if this is not an item where the matter should be allowed into evidence, but you're perfectly free to contradict or disagree with either the methodology or the conclusions to be drawn therefrom.

MR. CLEMON: Yes, sir. We will withdraw our objection.

THE COURT: Let's receive Exhibit 27, and it's not to be shown as any way binding on the plaintiff.

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EXHIBITS INTRODUCED AT 1978 TRIAL

PLAINTIFFS' EXHIBIT 1—FIRST DOCUMENT

[NLRB Voting List—1941]

PULLMAN-STANDARD CAR MANUFACTURING COMPANY
BESSEMER PLANT

EMPLOYEES ON PAYROLL—AUGUST 9th, 1941.

DEPARTMENT	WHITE	COLORED	TOTAL
PLANT PROTECTION	12	—	12
SUPERINTENDENCE	9	4	13
WOOD MILL	16	1	17
LUMBER YARD	29	—	29
WOOD ERECTION	60	26	86
PAINT	29	35	64
SHIPPING TRACK	7	5	12
SAND BLAST	—	—	—
PUNCH & SHEAR	33	65	98
PRESS	11	33	44
STEEL CONSTRUCTION	39	86	125
STEEL ERECTION	90	255	345
WELDING	50	—	50
WHEEL & AXLE	19	11	30
TRUCK	—	14	14
FORGE	32	26	58
DIE & TOOL	55	2	57
MAINTENANCE	57	13	70
TEMPLATE	3	—	3
STORES	6	1	7
STEEL MISCELLANEOUS	6	73	79
TOTAL HOURLY EMPLOYEES	563	650	1213
TOTAL SALARIED EMPLOYEES	55	—	55
TOTAL EMPLOYEES ON ROLL	618	650	1268

PLAINTIFFS' EXHIBIT 1—SECOND DOCUMENT

PULLMAN-STANDARD CAR MANUFACTURING COMPANY
BESSEMER PLANT

SUPERINTENDENCE DEPARTMENT

BADGE	COLORED OR WHITE	NAME	OCCUPATION	REMARKS
171	Col.	Herman Hayes	Janitor	
172	Col.	Edgar Sanders	Dispensary Aid	
173	Col.	Letcher Pickens	Laborer	
175	Col.	Albert G. Wynn	Janitor	
201	White	Oscar Morris Bryan	Blue Print Operator Tracer	
202	White	James C. Sutherland Jr.	Clerk	
203	White	James W. Bonham	Blue Print Operator	
204	White	Rose Lee Jacobs	P.B.X. Operator & Stenographer	
205	White	John E. Loveless, Jr.	Blue Print Boy	
206	White	Dorothy B. Windsor	Stenographer	
207	White	John F. Suttle	Co-op Student	
209	White	Newman Rex Huey	Inspector	
210	White	Harold W. Falter	Sample Car Man	

PLAINTIFFS' EXHIBIT 13

[1] BEFORE THE
NATIONAL LABOR RELATIONS BOARD
TENTH REGION

X-R-468

IN THE MATTER OF:

PULLMAN-STANDARD CAR MFG. CO.

and

STEEL WORKERS ORGANIZING COMMITTEE, (CIO).

Court Room, Federal Building,
Birmingham, Alabama,
Thursday, August 28, 1941.

The above-entitled matter came on for hearing, pursuant to notice, at 10 o'clock a.m.

BEFORE:

JOHN C. McREE, Trial Examiner.

APPEARANCES:

WILLIAM E. MITCH, Jr., 920 Massey Building, appearing for Steel Workers Organizing Committee, Local No. 1466, Birmingham, Ala.

NOEL R. BEDDOW, Steiner Building, appearing for Steel Workers Organizing Committee, Local 1466, Birmingham, Ala.

JELKS H. CABANISS, First National Bank Building, Birmingham, Alabama, appearing for Pullman Standard Car Manufacturing Company.

J. R. MAY, 1008 Carter Hill Road, Montgomery, Alabama, appearing for International Brotherhood of

Electrical Workers, Local Union #B-287, P.O. Box 2377, Birmingham, Alabama.

J. H. HOWARD, Machinists' Building, Washington, D.C., appearing for International Association of Machinists.

[2] J. D. BAUMGARDNER, 209 Clark Building, Birmingham, Alabama, appearing for International Association of Machinists.

J. L. GIGLIO, 500 Lyric Building, Birmingham, Alabama, appearing for Federal Labor Union, affiliated with the American Federation of Labor, 500 Lyric Building, Birmingham, Alabama.

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[3] PROCEEDINGS

TRIAL EXAMINER MC REE: The hearing will come to order.

This is a formal hearing in the matter of Pullman-Standard Car Manufacturing Company and Steel Workers Organizing Committee, Case No. X-R-468, before the National Labor Relations Board.

* * * *

[4] TRIAL EXAMINER MC REE: Both you and Mr. Baumgardner are appearing for the International Association of Machinists?

MR. HOWARD: That is correct.

* * * *

[12] TRIAL EXAMINER MC REE: It is stipulated and agreed by and between the Pullman-Standard Car Manufacturing Company and the Trial Examiner for the purpose of this hearing only, that the Pullman-Standard Car Manufacturing Company operates a plant at Bessemer, in Jefferson County, Alabama; that the

said company is a corporation under the laws of the State of Delaware, qualified to do business as a foreign corporation in the state of Alabama.

The said company, during the week ended August 9, 1941, had on its payrolls, in connection with its operations at said plant, a total of 1268 employes.

The company is engaged in the manufacture of railroad cars. Its current production is at the rate of about 27 box cars made of wood and steel, and 20 all-steel or hopper cars per work day. All cars, after manufacture is completed, are delivered f.o.b. Bessemer to Class I railroads engaged in interstate commerce.

* * * *

[27] TRIAL EXAMINER MC REE: I think it is advisable at the outset of the hearing, so we can possibly save some time, for the intervening unions to make a statement, if they are in position to do so at this time, as to what their contention is as to the appropriate bargaining unit or units.

Of course, we have the petitioning union outlining its position in its petition, that is, that the unit should consist of an industrial unit in which all production and maintenance employes are eligible, exclusive of foremen, superintendents and clerical forces.

Now, that is the contention of the petitioning union, is it not?

MR. BEDDOW: That is right.

TRIAL EXAMINER MC REE: Now, I want a statement from the intervening unions as to their contentions as to the appropriate unit, so as to save us some time in our proof.

MR. MAY: Mr. Examiner, the International Brotherhood [28] of Electrical Workers contends that the appropriate unit for its organization includes all electrical workers employed in the maintenance department, power and sub-station operators, exclusive of supervisory and clerical forces.

[29] TRIAL EXAMINER MC REE: It is your contention, then, if I understand you, Mr. May, that there should be a separate unit which should include all your electrical workers in the company who are working in the maintenance department, the powerhouse or sub-station.

MR. MAY: In the powerhouse and sub-station as powerhouse or sub-station operators.

TRIAL EXAMINER MC REE: As operators in those places, exclusive of any supervisory employees.

MR. MAY: Yes.

TRIAL EXAMINER MC REE: Do you know how many employees are in that unit?

MR. MAY: To the best of my knowledge, Mr. Examiner—I have not checked the payroll,—but, to the best of my knowledge, approximately 20 men are employed, more or less, approximately 20 men, I don't know just how many. I am of the opinion that it is less than that.

TRIAL EXAMINER MC REE: About 20?

MR. MAY: Yes, sir.

TRIAL EXAMINER MC REE: What is the contention of the Machinists?

MR. HOWARD: The International Association of Machinists contends to have a bargaining unit covering the machinists, apprentices and helpers coming under the wheel and axle shop, that is, exclusive of the clerical and supervisory [30] forces.

Our contention is for the bargaining unit to cover all machinists, apprentices and helpers in the maintenance and the other departments where they work, namely, the wheel and axle shop, the machine shop, the tool and die shop, and the welders, and the airbrake department.

TRIAL EXAMINER MC REE: You want all machinists, all machinist apprentices and helpers in the wheel and axle department, the die and tool department,

the machine shop, the airbrake department, and all welders in all of the departments?

MR. HOWARD: That is right.

* * * *

MR. HOWARD: That is right. Mr. Examiner, later on, we would like to define what we contend is machinists. In other words, a classification of the work in the department.

TRIAL EXAMINER MC REE: You will, of course, have an opportunity to put on your proof to support your contention. What I am trying to get now is just a preliminary statement.

How about the Federal Labor Union?

MR. GIGLIO: Mr. Examiner, the Federal Labor Union, the [31] affiliated union of the American Federation of Labor, is covering all workers with the exception of electricians, the crafts that the Machinists claim, leaving out foremen, whose authority is to hire and fire. We will take the rest.

TRIAL EXAMINER MC REE: How about clerical employees?

MR. GIGLIO: We take them, too.

TRIAL EXAMINER MC REE: If I understand you, then, you are asking for a unit to consist of all employees other than those that the electricians claim in their unit, and those that the Machinists claim in their unit, and the supervisory employees.

MR. GIGLIO: That is right.

TRIAL EXAMINER MC REE: And the unit is to include the clerical forces.

MR. GIGLIO: That is right.

TRIAL EXAMINER MC REE: Well, now, in looking over this payroll, I have seen references to watchmen and plant protection employees.

MR. GIGLIO: We take those.

TRIAL EXAMINER MC REE: You take those in?

MR. GIGLIO: Yes, sir.

TRIAL EXAMINER MC REE: Does the company have any position to take on the appropriate bargaining unit?

MR. CABANISS: It does not, sir.

TRIAL EXAMINER MC REE: Mr. Beddow, are you ready to [32] put on your proof?

MR. BEDDOW: Yes, sir, we are ready.

MR. MITCH: Off the record, Mr. Examiner.

(Discussion off the record.)

MR. BEDDOW: Mr. Sleeman, will you take the stand, please?

W. C. SLEEMAN

called as a witness by and on behalf of the Petitioner, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER MC REE: Give your full name and address to the reporter.

THE WITNESS: W. C. Sleeman; The Pullman plant.

DIRECT EXAMINATION

Q (By Mr. Beddow) What is your position, Mr. Sleeman?

A Plant manager.

* * * *

[34] Q Now, in this business, about how many men do you have employed there at this time in the plant at Bessemer?

[35] A My last recollection of the payroll I looked over is, we had approximately 1268 on the rolls.

* * * *

Q Now, what are the duties of [the] electricians?

A An electrician in our plant is hired for the purpose of maintenance work. We have them working throughout the plant in the different departments. As a

rule, when we are operating to full capacity, we find that it is economical to have an electrician in each department. For instance, on the track, we have so many hoists that we find that where they are continually being misused, or something is the matter with them, why, the man is on the job to immediately repair them, so as not to hold up production.

Q Do they maintain your electrical equipment, such as winding armatures, and such as that?

A We, as a rule, wind our armatures. However, we very frequently, in case of necessity, and sometimes it is to our advantage, to have them wound on the outside. We have a combination man who is the armature winder.

Q But these men are all over your plant keeping up this [36] equipment, is that true?

A No, not all of the electricians. We have some that work in the electrical shop, that do repair work in the shop, where it cannot be done on the job.

Q What kind of repair work?

A Repairing reamers. We have, probably, three or four hundred electrical reamers, and when they get out of commission on the track, they are carried back to the electrical shop, where that reamer is repaired for the track's use.

Q They also repair various equipment there, such as your cranes and motors?

A Cranes cannot be repaired in the electrical shop. Sometimes, motors are taken there, but, as a rule, the crane work is done right on the job.

Q Now, how many cranes do you have on the job, Mr. Sleeman?

A We have six in the main bay; we have three, we just added another one, which makes four, in the second bay, and one in the wood mill, and one in the wood erection, and we just added another one in a new crane runway.

Q And are they stationary or bridge cranes, or what is their description?

A They are all bridge cranes.

Q Extending the width of your building?

A Yes.

[37] Q Now, let us go back to that little repair shop.

A Yes, sir.

Q How many men are employed in that little repair shop you say you have?

A They vary from three or four.

• • • •

[38] Q Let us go back for one minute to the electricians there. There was one question called to my attention. Do you have a powerhouse out there?

A We have a sub-station. I would not class it as a powerhouse. A powerhouse is a place where they usually make power. However, we do have one small turbine, which was recently put in, as stand-by, the stand-by turbine to cut down demands. Outside of that, there is just a sub-station.

Q Now, who do you work in this sub-station? Is it an electrician, a mechanic, or how do you classify him?

A We classify him as the powerhouse operator.

[39] Q He is not classified as an electrician?

A No, sir, he is a powerhouse operator.

Q To your knowledge, is he an electrician?

A To my knowledge, I would class him as an electrical man, that is, a man who is capable of taking care of electrical appurtenances, which he must do in that powerhouse.

• • • •

Q Now, just what do you class as machinists, Mr. Sleeman?

[40] A In our shop, we class machinists as men who, that is, general, all-around machinists, mostly who do maintenance work. We have an awful lot of die work

on which we use machinists, when they are not working on this maintenance work.

Q Do you employ in this machinist's work very many apprentices?

A We have some few apprentices. They are young fellows who are coming along that we are trying to make machinists out of.

Q Now, as to helpers, do you have very many helpers?

A We do not have so very many helpers. Usually the apprentices are, we call them handymen, they act as helpers. They are the fellows that fit up the dies.

Q Now, are those helpers or apprentices all white, or partially white and partially negroes?

A I presume you are talking about the machine shop now?

Q That is right, we are still on the machine shop.

A The best I recollect, we have one colored man in the machine shop, and that is the fellow for sweeping out, I don't know now whether that man is there or not.

Q You don't know how many apprentices or helpers you have?

A No, sir.

Q And you couldn't tell whether they are white or negro helpers?

[41] A I don't know. I know we do not have any negro helpers. We never had. We had one clean-up man who was a negro.

Q That is in the shop?

A That is in the machine shop.

* * * *

[43] Q (By Mr. Beddow) Now, [concerning welders] duties about the plant, are they all over the entire plant where there is welding going on?

A The electrical welders in the maintenance department, yes. Their duty is to be all over the plant and in the machine shop. The electrical welders on the produc-

tion part of the work are confined, more or less to a specific location.

• • • •

[44] Q (By Mr. Beddow) we were attempting to negotiate a contract with you from June until September?

A Yes, sir.

• • • •

Q Now, at that time, was there any question, or did the electricians or machinists, or any labor organization, or [45] Federal Labor Union, approach you for a contract?

A Not as I remember.

• • • •

Q Do you remember the kind of contract we presented to you at that time?

MR. CABANISS: You mean, as to the bargaining unit?

MR. BEDDOW: As to the bargaining unit.

THE WITNESS: No, I don't remember the entirety of it. I read it over once, and when I received a letter from the National Labor Relations Board, I didn't go into it any further; I didn't go any further into it, or do anything further about it.

MR. CABANISS: Mr. Sleeman, I don't believe you understood his question. His question was, did the contract that he presented to you purport to refer to the SWOC as the bargaining agency for all of your employees.

[46] THE WITNESS: I will say it did, as far as I remember.

• • • •

[47] Q (By Mr. Beddow) And you have been operating as a single group, is that right, similar to the group that we are asking you to sign with us in our contract?

A Well, we operate by departments. We have the steel erection department, who place the cars, the con-

struction department, and the wood mills. They are all different.

Q But they operate as a whole?

A Each one of them operates, the wood mill operates as the wood mill, the wood erection as the wood erection. They have nothing to do with the machine shop.

The powerhouse operates as the powerhouse. The machine shop operates as the machine shop, but the maintenance men are all over the plant, they do not engage in production; you see, they differentiate there. The production and maintenance are different.

* * * *

[48] Q (By Mr. Mitch) Mr. Sleeman, I didn't get this exactly straight. Mr. Beddow was asking you about a break-down of the people that work in the plant, you stated there were men that were designated as machinists, and I believe you stated that of that class you classified the people working in the die casting shop as machinists, is that correct?

A Not altogether. I did make this statement: I classed the machinist as a man who is capable of doing machine shop work; that is, any kind of machine shop work. Very often the breakdowns are not such as to keep that class of man busy, and we frequently use them on die work, complicated die work. The men that work on these dies are handymen and apprentices.

Q In other words, you have people working in the die shop that you classify as machinists?

A That is right.

[49] Q And that number, you stated, were not kept busy all the time on one task. That is, they varied their work?

A That is in the maintenance end.

Q When you have a man classified as a machinist, what does he do, when he is off as a machinist, and is placed in the die casting shop. Now, when there is no work available for him, what does he do?

A You mean, when there is no work available in the dies?

Q Yes.

A We get rid of him.

Q I understood you to say he is moved from one part of the machine shop into the die shop.

A No, the men move around the shop, but in the die shop the men who are high class machinists are kept at machining. They keep up the machining work for the maintenance end. Now, when that fellow has no work there, he is put on the complicated die work.

Q I believe you also stated that was true of the machinists who work in the repair shop?

A That is right.

Q Sometimes they work, when that work does not keep him busy, he is moved and employed in other parts of the plant?

A Yes, sir, that is right.

Q You stated, however, on the welders you had, when work is not available for a man who is hired as a welder, he is [50] occupied otherwise in the plant, is that true?

A That is true. We have additional work in sight where we may put these welders on. Right now we are going through an expansion, and rather than to leave the welders go, we will put them on doing other welding, structural work, while we are building little structures, building.

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CROSS EXAMINATION

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[By Mr. May] Now, who is the head of this electrical shop, who is the foreman or the leader, or just what classification do you put on that man?

We have a foreman over the maintenance department who is in charge of the millwrights and the electricians.

• • • •

[62] Q Now, you testified about two classifications of welders, one production welders and the other maintenance welders?

A Yes.

Q Now, does that foreman have charge of all of the welders?

A That foreman, as a rule, is the production man. However, in the case of the machine shop it has only been in recent years that the company welded cars, and prior to that we always had a welder in the machine shop doing both acetylene and electric welding, but since then we, more or less, have this one welder looking after, generally, with the other welders—by that I mean we have these maintenance welders and if we have trouble in another place to get welders, we might pull that man down to assist them.

• • • •

[63] TRIAL EXAMINER MC REE: Come to order, please.

Q (By Trial Examiner McRee) Before you go into those lists, Mr. Sleeman, there is one question I would like to clear up in the record. I would like for you to explain, briefly, what your operations are, that is, starting with your first manufacturing process and taking it on through to the finished product. Of course, I don't want you to go into minute detail, but briefly tell us what manufacturing steps you have in these various departments.

A All right, sir. We make two types of cars, all-steel cars and composite cars. The composite cars are steel cars with wood lining and wood floors. Both the all-steel cars and the composite cars are run through the steel shop in practically the same manner, that is, by taking, first, the steel and fabricating it.

Q First, let me ask you, now, of course, you do not roll any steel yourself?

A We do not roll any steel. We do not make any castings. [64] We do, however, make drop forgings.

Q You buy your steel and buy your castings, then?

A All of our steel and all of our castings are bought; and, we do not have any lumber. We buy the lumber.

Q Now, briefly, just go ahead and tell us what these processes are?

A The steel is fabricated, as well as the castings we buy are fabricated in the so-called big shop by punching holes and pressing them into various shapes. They go from that location, the fabricated parts, down to the construction department where they go through a series of sub-assembly work. The parts are riveted together, or welded into some component parts. From there they are taken down into the steel erection shop, and at the steel erection shop, at one side of the building, we have a welding department where these pre-fabricated parts are welded into sub-assembly parts, the same as the construction department has riveted parts. These are then moved down to the steel erection shop and the car is started in the first position. Different parts are put on it, and then, as it progresses down the steel erection track, these different pre-fabricated parts and pre-assembled parts are applied to the car.

Q Will you go into that in a little more detail? Let me go into a little more detail with you. Do you make the wheels in this plant?

[65] A The wheels are not made there. That is a casting, as a rule.

Q Well, now, do you buy finished castings, that is, a casting that has already been machined, that is a wheel, or do you buy the rough casting which has to be machined in this plant to make the wheels?

A The wheels are bought ready for use with the exception of the final boring of the wheel to fit the axles. The axles are also bought outside. We do not make those, but, we finish the axles. They are furnished to us rough turned and we finish them and mount the wheels on the axle, and then the trucks are built and put on the axles and the wheels, and it is moved over, and then, this car is set on the axles and the wheels and the trucks and the cars run down the steel erection track, and when it comes out of the steel shop it is a complete car with the exception of the wood, and when the car is an all-steel car it is then painted as soon as it comes out of the steel shop. Then, it is moved over the paint shop, that is, the all-steel car. It is moved over to the paint shop where it is given another coat of paint and stenciled and then it is taken down and weighed and shipped.

Now, on the composite cars, where they have wood on them, after the car comes out of the steel shop it is given its first coat of paint, and then it is transferred over to the wood erection shop. Now, the wood erection shop, certainly, has [66] to be furnished material, so we have what we call a wood mill. In this wood mill lumber is fabricated similar to what we do in the steel shop.

Q What do you buy, rough lumber, undressed lumber, or do you buy dressed lumber?

A That all depends on the grade. Sometimes we buy finished lumber.

Q Do you have a planer?

A Oh, yes, we have planers, grainers, borers and the usual machinery that is used in a freight car plant for wood fabricating. After this wood is fabricated, it is transferred down to the wood erection department where it is applied to the steel cars in a progressive manner,

the same as the steel cars are built. That is, in the first position, they put on the floors and—

Q Sort of assembly line operation?

A That is right. They have probably, I think, twelve positions over there, and the first erection is to put in the floor boards, and the car moves down and then they buck the floors down, and they then bore the holes, and then the next movement is where they nut the bolts up, and then they put the lining on, and then the next movement is the nails, after they put the lining board on. It is a progressive system of work, and after it is out of the wood shop it is moved to the paint shop and given another coat, stenciled, weighed and shipped.

* * * *

[68] Q (By Trial Examiner McRee) Will you refer to those lists, Mr. Sleeman, and tell us the number of electricians that you have working in the plant, that you have classified on your payroll as electricians?

A Seventeen in the maintenance department.

Q And do you also have, or, can you tell us the number of [69] employees you have in the powerhouse?

A Four.

Q Are those all operators that you have already described their duties, I think, when Mr. Beddow was questioning you?

A No, there are two operators and two helpers.

* * * *

Q Now, can you tell us the number of people you have classified as machinists?

A We have nineteen as machinists.

Q Now, what department are they carried in on the payroll?

[70] A They are carried in the die and tool department.

Q Do you have a department listed on your payroll as "Machine Shop"?

A No sir, the only department is the die and tool department.

Q And you have nineteen listed in the die and tool department classified as machinists?

A Yes.

Q Can you tell us, briefly, what the duties of those particular men are?

A Those men are the men who we classify as men capable of doing general machine shop work, like maintenance, and they can do repair work and are capable on machines—

Q Are those men who are classified as machinists, do they devote all of their time to maintenance work, that is, repairs, and the making of repair parts around the plant?

A As a rule, yes, that is what they are hired for, but, there are some times when we find that there is not enough maintenance work and they may be put on helping on dies and machining dies and stuff like that.

Q Will you explain briefly for the record what the dies are and how they are used in your manufacturing process?

A It is a very important part of car manufacture, because the dies are made of castings that are machined on the backs so that they will fit together and press various different [71] parts that go to make up a car.

Q These are dies that go in presses, is that correct?

A They are used on presses.

Q They are used on presses and you place sheet steel in there to form the various parts?

A That is right.

Q And are those dies manufactured or made in your plant?

A The castings are bought.

Q Are the castings bought in the rough?

A In the rough. However, in many cases we like to buy castings which we can use the rough surface on to

press on, because it lasts longer and it has got a hardened side to it and presses more material. However, the castings are bought in the rough and machined in our die and tool department.

Q Now, what work do these machinists, in particular, do with these dies you are talking about when you do not have enough maintenance work?

A Well, they machine them so they will fit together.

Q In other words, they are repairing or working on the dies proper?

A That is right.

Q In other words, they do not operate the presses?

A No, the press is in the production department.

* * * *

[72] TRIAL EXAMINER MC REE: I am trying to get it clear in the record.

* * * *

Q What I am trying to get at is, do they spend most of their time on maintenance work or on the die work?

A I will say yes, they do.

* * * *

[74] Q Can you tell us how many apprentice machinists you have?

A Well, in that department we have twelve die men and we have three apprentices.

Q Now, twelve die men. Let us leave the die men for the time being and go to the apprentices and helpers first.

A We have three apprentices and one co-op student.

Q Now, these apprentices, are they learning the machinist's trade?

A They are learning the machinist's trade.

Q How do you handle the apprentice system in your plant? Does the man go to work as an apprentice or does he go to work as a helper?

A Well, we usually classify him as an apprentice. We haven't any helpers down in our department. They go in as apprentices.

Q And you say you have three and a co-op student?

A Yes.

Q This co-op student is a student who works part of the time and then goes to school part of the time?

A Three months work and three months in school.

Q And does this same student come back and work in your plant each three months?

A He is the same student.

Q You do not change students?

[75] A No.

Q How are the apprentices paid?

A Well, I don't remember their rates. The best I recollect, they are on 48½ cents now.

Q They are also paid by the hour?

A Yes.

Q How long does an apprentice have to work as an apprentice before he is rated as a machinist? Do you have a set period?

A We do not have any set period, it just depends on how fast he is and capable of accepting the work.

Q Are there any intermediate steps this apprentice has to go through before he is classified as a machinist?

A No, they usually say he has got to work about four years. In fact, we have had a couple of machinists there that have gone through all of the steps. They put them at each machine we have and try to give him a varied experience, that is the apprentice.

Q You say you do not have any helpers in that department?

A No.

Q What are the other classifications?

A Well, we have what we call machine operators on these castings we talked about that are machined, but that is purely and simply a production job. They are lifted up there, probably eight or ten castings on the bed of the planer, and they just hog the metal off to a certain dimension, or approximate [76] dimension. There

is no fine, skilled machining. It is a very rough cut. Then, they are taken from there and taken over and drilled on an automatic jig where we have, probably, eight or ten drills that come down and drill the castings at one lick. Those are machine operators. We have five of those.

Q Do they have a different rate of pay from your apprentice machinists?

A Oh, yes, they are production men. They are given so much a hundred. It is piece work for them.

Q Piece work for them, but that work is done in your machine shop?

A Yes.

Q And these same machines they work on, are those same machines also used by the machinists for other types of work?

A Very frequently we have a machine that has castings on which are of such size that we often run across dies where we have to pull that work off and put the other dies on there on account of the size of the machines, and in that case, why, of course, the machinist does the work.

Q But the machinist works on an hourly rate?

A Oh, yes.

Q How many of these machine operators do you have?

A Five.

Q Now, are they listed on your payroll as machine operators, or do you call them machinists?

[77] A We call those planer operators and drill press operators. That is what they are on the payroll as.

Q They are either operating the drill press or operating a planer?

A That is right.

Q Now, do you have any other employees in that department?

A No, that is all.

Q To refresh your recollection, don't you have two crane men?

A No, they come under the crane men. I said that was all there is. The tool room men in this department, in the machine shop—

Q You mean in the tool and die department?

A Yes.

Q What are their jobs?

A They have charge of the tool rooms dispensing tools for the machine shop and some of the tools for the other departments. However, we have other tool rooms throughout the shop. That is not the main tool room.

Q How many of those men do you have?

A We have two tool room men and two helpers.

Q Do they do anything other than just keep up with the tools and give them out?

A Oh, yes, they do little jobs like grinding tools.

Q Sharpening tools?

[78] A Sharpening tools and stuff like that.

Q They are not tool makers?

A Oh, no, the tool makers are in the forge department.

Q How are those men paid?

A These men?

Q Yes.

A By the hour.

Q Do you have anybody else in that department?

A No sir, not in the tool room, not in that particular department.

Q I am talking about the tool and die department?

A We have some helpers, and these helpers are called handymen. We approximately have, maybe, four or five of those. They vary on the different payrolls. It just depends on the kind of work, and we have a hooker.

Q What is a hooker?

A A hooker is a fellow that hooks for the craneman.

Q Do you have craneman working in that department?

A Yes sir, we have one craneman in that department.

Q You have to have an operator on each shift, then, on that crane?

A Yes.

Q Are they carried on the tool and die department?

A Yes, they are covered in the tool and die department. They are called the crane operators who are carried in a [79] separate department.

Q They just work in this one department?

A Yes sir.

Q They do not work on the crane in other departments?

A No, those are white men.

* * * *

[82] Q Now, then, those welders, I believe you already testified, are paid on a piece rate basis?

A Yes sir.

Q And they work under a welding foreman?

A Yes sir, they work under a welding foreman.

Q And you have how many maintenance welders?

A We have what we call repair welders.

Q Are those the men you referred to here as the maintenance welders?

A Yes, sir, three men.

Q They are the most skilled?

A Yes.

Q Where do they work, where is their usual place for working?

A Well, we usually have one in the tool and die department, but at the particular time there is two in the tool and die department and there is one in the maintenance department.

Q What other maintenance department do you have other than the tool and die?

[83] A I didn't get that. There are two welders, repair welders, that are now working in the tool and die department.

Q Where is the third one?

A The third one works with the maintenance department. By that I mean a man who goes all over the shop.

Q In other words, you do not have him in any particular room?

A That is right. For instance, we might have some breakdown, maybe a frame or a casting would break down on the track, and we would send that man down there to do that.

Q Do those three welders work under the same welder foreman as the production welders?

A We have had them in different conditions. Sometimes they work under the die and tool and sometimes under the welding. We try to keep our welders, all our welders, under one man.

Q Now, at the present time, those two in the tool and die department, do they work under the welding foreman?

A We have a die and tool man and I think they are generally under the die and tool man and the head welder, and the maintenance welder is under the maintenance man and the head welder. In other words, the die and tool man has charge of the men, but the welding man has charge of the welding, because the welding supervisor must see that all of the welding comes up to specifications, so that is why we have to have, more or less, a joint combination or control of that plant.

* * * *

[84] Q Now, can you tell us briefly about the airbrake department.

* * * *

THE WITNESS: I can tell you, generally, about the pipe men.

TRIAL EXAMINER MC REE: Is that what you call the airbrake department, the pipe men?

THE WITNESS: Yes.

Q (By Trial Examiner McRee) How are they listed on the payroll?

A They are listed on our payroll as production men. Their work is entirely different than the maintenance pipe men.

Q Is it their job to install the airbrakes on the cars?

A The airbrakes and the pipes, the fabricated pipes, whereas the maintenance men fabricate their pipe in an entirely different [85] place and their work is different.

Q Can you take this payroll and tell us the approximate number of men in the airbrake department?

A I probably could get it out of my head quicker than I could on that.

Q All right, sir, give us the approximate number?

A Let's see. We probably have fifteen men in that department, that is as of that date.

Q That is as of August 9th?

A Yes sir.

Q And that would probably be approximately the same as of today?

A No, it would not, not as of today, because one track is down now.

Q Well, this airbrake department is just a part of your production line?

A That is right.

Q And they work under the steel construction department?

A That is right, sir, the steel erection department.

Q The steel erection department?

A Yes.

Q Of course, they work on both steel cars, all-steel cars, and steel and wood cars?

A Yes.

Q Do these fifteen men that you mentioned all do the same [86] sort of work?

A No, they do different classes of work, but they all work on pipe.

Q They are all applying, cutting, or shaping, or installing this pipe?

A That is right. Some of them apply it, some of them shape it, some of them put on the angle bolts before it is put into place, some of them ream the pipe out, some of them put "U" bolts around the pipe to hold on the pipe, and that is all on the application and the fabrication of the pipe.

Q You do not classify them as pipe fitters?

A No, we call them pipe men. We do not classify them as maintenance pipe men. We do not classify them as pipe fitters.

* * * *

[87] Q Do these men have any specific machines that they work on?

A The fellow that fabricates the pipe does, he has a pipe bender and a pipe threader, and a pipe cutter.

Q Of course, you buy all your pipe, you do not make any pipe there?

A No, the pipe is all bought.

Q And you cut it to the proper length?

A Yes.

Q And bend it?

A Yes.

Q And thread it?

A Yes.

Q And put the various cut-offs on?

A Yes.

Q Then, these men work, mostly, with the sort of tools that a plumber works with?

A Yes, I would say yes, only we have developed tools to eliminate the use of a lot of wrenches, where it is done by air. You just take the pipe and stick the angle

on the holder and come on and slip in the pipe and tighten it up, and you get a better fitting pipe joint. I wouldn't class it entirely like plumbing. It is not plumbing. It is production work.

Q Do those men work, do they do work in any other departments?

[88] A No sir, just in that department.

* * * *

Q First, tell us what is the wheel and axle department?

A The wheel and axle department is the department where these wheels are sent to us unbored. They have a rough bore, rather, a rough core. We bore those wheels to the dimensions to fit the axle. The axles are received by us rough turned and we machine them to fit the wheel. The two of them are pressed on together and that comprises the extent of the wheel and axle department.

Q Approximately how many employees do you have working in that department?

A Considering the night and day shifts, I would say we probably have sixteen, or maybe eighteen to twenty men.

Q Now, is that a part of your assembly line, or is this a step that takes place before it reaches the assembly line?

A This is a preliminary step that has got to be done before [89] the trucks are assembled. It does, however, work in unison with the building of the trucks. In other words, we like to coordinate the fabrication and the boring of the wheels and the fabrication of the axles and the building of the trucks, and coordinate them with the building of the cars on the track, because there is only a limited amount of room and they have got to more or less coordinate.

Q Is that classified as a separate department, or is it a part of one of your larger departments?

A It is classified as a separate department, the wheel and axle and truck department is known as one on the payroll.

Q Wheel, axle and truck?

A Yes sir.

Q How are those employees paid?

A On piece work, with the exception, of course, of the foreman. That is the only man that is not on piece work, and the leaders.

Q You have a separate foreman for that department?

A Yes sir.

Q And then a leader on each shift?

A Yes.

Q Are those three men included in the figure you gave of the total number of employees?

A No sir, they are production men that I gave.

Q Do these employees there do any work in any other depart- [90] ments, or is all of their work concentrated in this wheel, axle and truck department?

A Their work is in that department. However, we sometimes have short periods and we try to move the men there.

Q But as long as the department is running they do their work there?

A Yes, they are confined strictly to that.

Q They do not do any work in the steel construction department?

A No sir.

Q Or the tool and die department?

A No sir.

* * * *

[91] Q Now, you mentioned some millwrights?

A Yes.

Q What department do they work in?

A The millwrights come under the maintenance department.

Q Now, this maintenance department, that is your overall-maintenance and repair crew?

A Yes.

Q Under whose supervision do those employees work?

A W. H. Stamps, who also has charge of the electricians.

Q The electricians, then, are part of the maintenance crew?

A That is right, that is the maintenance crew.

Q What is he, a master mechanic, Mr. Stamps, do you classify him as such?

A You might call him a master mechanic, although we do not classify him as that. We have him as foreman of the maintenance department.

Q Now, your millwrights perform the ordinary duties of millwrights, they make various repairs of different kinds?

A That is right.

• • • •

Q Do they devote all of their time to millwright work?

A Yes.

Q They do not do any production work?

[92] A No sir.

Q They do not work in the tool and die shop, or in the production end?

A Not on production. They probably go in there in connection with, if they are doing a certain repair job to a machine, it may be that they wanted a certain thing turned, and they might go in there and help the fellow and show him what they want, or might go and cooperate with the machine shop.

Q As far as going in and helping in the machine shop on the machine, they don't do that?

A They might go in there, if they wanted a casting drilled, if the fellow was busy, they might put the casting on there themselves and drill it.

Q How about their rates of pay, compared with the machinists?

A I would say they are about in line with the machinists.

• • • •

Q But these millwrights are never transferred?

A No, they are all over the shop.

[93] Q I mean they are not transferred to other work?

A No, we don't put them on production.

TRIAL EXAMINER MC REE: I think that is all.

Q (By Mr. May) Mr. Sleeman, you testified that Mr. W. H. Stamps was your foreman of the maintenance department?

A Yes.

Q Now, isn't there a foreman in charge of the electricians?

A We have an assistant foreman or a leader, as we call him, who has charge of the electricians. We also have a man in charge of the millwrights.

Q Now, this electrician, the lead electrician, what is his name?

A Marsh.

• • • •

[94] Q Now, the powerhouse men, the four powerhouse men, under whose supervision are they?

A Under Stamps and also Marsh.

Q In other words, Mr. Marsh is their immediate superior?

A He is the leader or foreman, that is right.

Q Is it the practice for your electricians to be transferred from maintenance to production work?

A We do not use any electricians on production work.

• • • •

[95] Q They are hired as electricians?

A Yes, that is the number I gave you. They were electricians.

Q And these men work over the plant and perform maintenance, and are under the immediate supervision of Mr. Marsh?

A That is right, sir.

* * * *

[96] Q How many men, as you recall it, have you got in this one corner of the building of what the men call the machine shop?

[97] A These are the men in that department that I included.

TRIAL EXAMINER MC REE: What is your whole total for that department?

THE WITNESS: There is 50 total on this roll as of August 9th, that is for the men of the die and tool department.

Q (By Mr. Howard) That is in that corner of the building which I am speaking of as the machine shop?

A Yes sir, in the die and tool shop.

Q Will you name, to the best of your recollection and knowledge, the various types of machines, such as planers, lathes, drill presses, and such as that, which is in this particular shop?

A Yes, I think I can, I can almost give you all of them. We have four planers, we have two radial drills, we have two single drills there, and we have another little one over to the right, that makes three. Those radial drills, rather, one of them is used on production entirely, that is on the castings. We have a turret lathe, we have a boring mill, we have two shapers, we have another old machine there that we do not use, we have never turned it. We have a saw filing or dowel machine, it is called, we got, I think, a small lathe, and another intermediate lathe, and a large lathe, and then we have a machine for making, we make all of our drop forgings, and we have a die sealing machine.

Q You have a milling machine for cutting gears?

[98] A Most of our gears are sent out.

Q You cut some of your gears, however?

A We do in extreme cases, but as a rule, we find we can send them out better.

Q Well, do you have a milling machine in this shop?

A Yes, we have a milling machine.

Q Now, these employees in this particular shop, their duties is confined to this particular shop practically all of the time?

A Yes.

• • • •

Q Isn't it a fact that these maintenance men or millwrights, as you term them in this particular plant, whenever they see [99] some particular machine break down, and some parts has to be repaired, they are taken to the machine shop, if there is something that has to have some machine work done it?

A Oh, yes, they are usually taken to the machine shop to be machined.

Q In other words, that is what this particular shop is for?

A Primarily, yes, with the exception of the dies and tools.

Q Well, the dies is machined in there also?

A It is a combination department and it is just called the die and tool department.

Q In your payroll you call it the die and tool department?

A Yes.

Q But it takes in this machine shop?

A Yes.

Q In other words, ordinarily what we call in plants machine shops?

A Yes, but it is not put there primarily for maintenance, it is primarily put there for making dies and tools.

Q Well, in the making of dies and tools that goes on these punching machines and stamping machines, and they are used in production?

A That is right.

Q In other words, it is to machine these dies?

A Yes.

Q You get them in the rough and they are planed in this shop?

[100] A Yes.

Q Now, you have a crane in that shop that don't go anywhere, but just in that separate shop, is that correct? In other words, it is for that shop?

A It is supposed to be confined to that particular locality. However, we find sometimes, when it is necessary, we have to run it to the other departments, probably at night, like when we had three hundred cars to be unloaded, and we took that crane out there and unloaded them.

Q But ordinarily?

A Ordinarily that crane is confined to that department.

* * * *

Q And then you come down to the axle, the wheel and axle shop?

A Yes.

Q I don't care to make any repetition as to what you testified to doing, but in that axle shop, in getting these castings, the wheels, you say that you get the rough core and then you have to, you have a boring mill which you use before you put this wheel on, that is correct, isn't it?

A That is right.

Q It is bored out before you put it on?

A That is right.

[101] Q Then, you have the axle and that goes through about three different operations. In other words, they are roughed down on one machine, and then they are finished as far as the heel on the second machine and

then they are put on the third machine for what is called burnishing?

A Yes.

Q In other words, this burnishing is simply that the axle revolves and instead of being cut it is rolled?

A That is right.

Q In other words, in some shops that is called rolling the axle?

A Yes.

Q And I believe in this plant it is called burnishing?

A Yes.

Q Now, do you have a wheel press in there where you press these wheels on this axle?

A Yes.

Q And you got also a tool grinder in this wheel and axle shop, isn't that correct?

A Yes, we have a wheel and tool grinder. It depends on the amount of work. At the present time, we have a tool grinder, but sometimes we do not have.

Q Mr. Sleeman, in the shop, and these labor organizations, include the machinists that we claim to represent, or the right to represent these men in this plant, in your dealings in the [102] classifications, don't you call these men machinists in this wheel and axle shop? In other words, as a common term, wouldn't you say they are machinists?

A Absolutely not, because we have taken a man right from the farm, and he is the best production man we ever had there, right from the farm and we put him on wheel boring, and he did a better job, he was a natural born wheel borer.

Q I appreciate the fact that you can put a man on there and in other crafts in that way, and I also appreciate the fact that you can take a chimpanzee and show him the operations in some of these departments, and then put him on a chain where he cannot run away, and probably he can do that, but I am speaking in gen-

eral terms, that is the general opinion, that it is machinist's work, set up in the nature of machinist's work in this wheel and axle shop.

A I wouldn't say that, I would say they are machine helpers, it is a machine helper's job. He is confined to that principally, to that class of work, and he doesn't have to be a machinist.

Q Well, would you say he is a machine helper?

A He is a machine helper.

Q Now, you have a crane in that department?

A Yes.

Q That is confined to that department?

A Yes.

[103] Q I mean ordinarily?

A It is confined to the wheel and axle and truck department, but does other work.

Q (By Trial Examiner McRee) Is that operator of that crane included in the figure you gave us of the total number of employees in that department?

A No, he comes under a different crane department.

Q In a different crane department?

A Yes.

Q And he is not carried on your payroll—

A (Interrupting) As a tool and die man, no sir.

Q I mean under the wheel, axle and truck department?

A No, he comes under the crane operators.

* * * *

[105] Q Now, these millwrights, like I said, in the language of our organization, we would term, as a millwright, a man who goes over the plant and repairs machines in that plant. In other words, we do not class them as millwrights, we class them as machinists. Now, do you make a distinction in your plant and call them millwrights, and make a separation from machinists?

A No, the millwrights are not the machinists in our plant. Those are the men who can tear down machines

and put back wheels, and take off bolts, and put them back on and line up bolts, and pour babbit on bearings and replace bearings, and tend to the whole system to see that it is properly put in. The machinist was the man at one time who used to do like you are talking about, we had machine shop men go around and do the work.

* * * *

[106] Q (By Mr. Howard) Now, in this air work that the Trial Examiner was questioning you on before, you got what is known as "A.B." valves that you put on these cars?

A Yes.

Q These airbrake men put on all the airbrake equipment?

A Yes.

Q And your cylinders and the valves, I believe you call them "A.B." valves?

A Yes.

Q Do you have a test rack in there?

A We have no test rack.

Q You have no means of testing these valves out at the plant?

A We test the air pressure to see if it will stand so much pressure on the pipe line, after we put it in. We have air [107] gauges, but we do not have a test rack. We do not need a test rack, the test rack is only used to check up the "A.B." valve itself, but they come in on new equipment to us, so it is different from the railroads.

* * * *

[108] REDIRECT EXAMINATION

Q (By Mr. Mitch) Mr. Sleeman, you testified, I believe, that there were about seventeen men on your payroll designated as electricians. I think that figure is right.

A Seventeen men?

MR. CABANISS: Electricians.

[109] THE WITNESS: Seventeen in the maintenance department as electricians. That is separate from the powerhouse operators.

Q (By Mr. Mitch) Of that seventeen how many work in this well defined area or room, as you called it, that is designated the electrical shop?

A I answered that before, I think. I answered in this way, by saying before that we did not have any number confined there; there are one or two fellows, usually, who are there and as the work piles up, and it is necessary, for instance, if we are running high on reamers, we might go into a different department and get a bunch to get them to get those reamers out and get the work going, but we do get it out of there.

Q And they are designated as machinists working in any part of the shop?

A Yes.

Q And the powerhouse is the same way?

A Yes.

Q (By Trial Examiner McRee) You say when the work piles up in the electrical department you pull the men in from the other departments, the department of electricians?

A Yes. In order to make it clear, our track, ordinarily, we have three or four men on the track, and our reamers are high frequency electric reamers, and very frequently they get out of whack, and they take them to the electrical department [110] and fix them up, and when we haven't got any reamers on the track, or the track is not running, we get the electrical men and get them down there so they can get to the reamers down there and then go on other work.

RECROSS EXAMINATION

Q (By Mr. May) You have a well defined system of apprentices, in other words, if a man is hired in your

plant as an electrician, he don't have to serve as an apprentice?

A No, as a rule, our operations have been so up and down that by the time we get an apprentice where we can use him, why, we go down, and we have to lay off the apprentice and keep the good men, and so, that is the reason we have been trying this co-op student system. Of course, it is a little better work in a way.

Q Let us assume that you needed another man to do electrical work, and he was designated as an electrician, a man who does that type of work, where would you have to go to get him?

A Where would I get him?

Q Yes, where would you find him?

A Well, we usually have a number of applications on file for electricians and machinists, and we just naturally go to our employment file and find one.

Q Do you sometimes hire, from another portion of your plant, a man who was put on that type of work?

A We would, if we had a fellow come to us and tell us he [111] wanted to be an electrician, we have had men to come to us and say they would like to do it, and we try him out and sometimes he fails and sometimes he does not.

Q I assume you use the same general plan in your employment, in getting men, as described for the machinists?

A That is right, yes.

Q You said that if a person employed in your plant, in some other department, rather than the electrical department, made an application to work as an electrician, that you would give him that employment, but I presume you naturally make some investigation as to whether that man was capable to perform the electrical work, wouldn't you, or would you consider him different than an electrician?

A When a man applies to us for a job as an electrician, he would naturally make an application, and if we were going to hire him we would take the information where he worked, where he worked before, and check it up to see if the man can do the work. That is the natural thing. But, that does not prove true in all of our occupations. We have had men who we have not had the time to check up, we put them up there and found out that they couldn't do it.

Q Also it is true, in hiring new workers to be placed in the electrical department as electricians, you do make an electrician determine their qualifications to do the work desired?

[112] A As a rule, yes.

Q Is there any such thing as a probationary period for employees in the skilled crafts, or the skilled work at your plant, to determine whether that man is capable of performing the work desired of him?

A We have not had any probationary period other than, very frequently, if we are doubtful that the man can perform the work, we will give him a trial to see if he can do all right, and if he cannot, why, we usually tell him that we gave him a chance on it. We don't know whether he can do it or not.

Q But, you are of the opinion, I trust, that you cannot just take and pick up anyone and put them out to perform electrical work?

A Electrical welding?

Q Electrical work.

A Well, you mean—will you tell me what electrical work you mean?

Q I mean in this specific instance in your plant, to do the work in your plant?

A And electrical welding?

Q Yes, I will take the electrical welding.

A Well, I think it would be sometimes dangerous to put anybody out there into our powerhouse. As a matter

of fact, I am afraid of electricity and I wouldn't touch it myself, I keep away from it, and when I do it myself I don't ask the [113] other fellow to do what I will not do. We like to know what experience a man has had, and what he has been doing, instead of just shooting up the works.

* * * *

[128] J. L. GIGLIO

a witness called by and on behalf of the Federal Labor Union, Intervenor, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Trial Examiner McRee) Where do you live, Mr. Giglio?

A 1012 Fulton Avenue, Birmingham.

Q What is your business or occupation?

A I am an organizer for the American Federation of Labor.

Q A general organizer for the AF of L?

A Yes sir.

Q And you are appearing in this hearing representing what organization?

A The Federal Organization of the American Federation of Labor.

Q Now, is that one Federal Labor Union, or, explain to us what that organization is?

A The Federal Organization in this case is an organization that we take in all of the industrial workers with exceptions. Let me put it this way: The American Federation of Labor is a craft organization. We go in as Federal Organizations and organize these men and then the different crafts comes in and takes their prorata share of the men, and deal with their organizations, such as the machinists and the millwrights, and [129] on down the line there, leaving me the rest of the men,

black and white, common laborers, and mechanics that is not stipulated in the Electrical Workers or the Machinists Organization.

* * * *

[130] Q At the present time you are claiming to represent all the employees of the Pullman Company, exclusive of those who are represented by the International Association of Machinists, those represented by the International Brotherhood of Electrical Workers, and the supervisory employees, including foremen, assistant foremen, leaders and superintendents?

A Well, I don't know about the leaders. If the leaders have the power to hire and fire, of course, we could exclude them, but if they cannot hire and fire, but just merely got the title there as foremen, then, we do take them.

* * * *

[132] CROSS EXAMINATION

* * * *

Q (By Mr. Beddow) Suppose you went to Mr. Sleeman's plant and the machinists [133] were not there, who would you take, who would take them in the Machinists Union?

A I would take them in if they wanted to join.

Q In the Machinists Union?

A No sir, I would take them in the Federal Union and let the Machinists Union take them from the Federal Union.

Q Suppose, however, you had in that plant a number of negro workers who were helpers to machinists out there, would you take them in?

A I would take them in the Federal Union, yes.

Q Would they be eligible to join the Machinists Union when they came after them?

A I cannot answer for the Machinists Union.

Q You don't know whether they would or not?

A There is, the Machinists have a provision in the constitution to take care of helpers.

Q Do they have a provision to take care of negro helpers?

A Yes.

TRIAL EXAMINER MC REE: I don't know that that line of questioning adds anything to this. There has been no testimony that there are any negro helpers involved in the machine shop.

MR. BEDDOW: There are only two and it is my information that they cannot belong—

MR. MAY: Mr. Examiner, are we going into a race question [134] here, or are we talking about the facts in the case?

TRIAL EXAMINER MC REE: I made my statement. I don't think that this line of questioning has anything to do with this witness' testimony at all.

Q (By Mr. Beddow) All right, you say you let them come in and get them if they wanted them, is that right?

A They got to have jurisdiction over them. They don't get what they want.

Q And you don't know whether they would take that jurisdiction?

A Under their constitution they would have it.

* * * *

[143] TRIAL EXAMINER MC REE: One thing I want to get clear in the record, it may not be clear on the record, and I want a statement from the representative of the Machinists as to its contention as to the appropriate bargaining unit. He had a preliminary statement this morning, but there has been a great deal of testimony about the work of the employees in these departments, and I want to clear it up as much as possible. Are you prepared to make such a statement at this time, Mr. Howard?

MR. HOWARD: At this time I want to offer the constitution of the Grand Lodge, District and Local Lodges, International Association of Machinists, and Page V, and I want to refer to the heading there "Jurisdiction of the International Association of Machinists", and introduce that, and come on down to Lines 28 and 29, "Classification of Work Included".

Also Page VI, VII, VIII, IX and X of the Constitution.

TRIAL EXAMINER MC REE: You are offering a copy of this Constitution as an exhibit?

MR. HOWARD: An exhibit on the classification of the work covering the men that we claim to represent over at the [144] Pullman-Standard Car Manufacturing Company at Bessemer, inasmuch as we use, usually use the term, in calling them machinists, that it includes machinists, apprentices, helpers, welders, both electric and oxy-acetylene, and millwrights.

TRIAL EXAMINER MC REE: To clear the record, then, you are offering now a printed pamphlet entitled: "Constitution of the Grand Lodge, District and Local Lodges, International Association of Machinists".

Is there any objection to the introduction of this exhibit?

MR. MITCH: Is that offered for the purpose of defining what unit they are contending for now, or the jurisdiction of their organization?

TRIAL EXAMINER MC REE: Mr. Howard, you are offering this to show what jurisdiction your organization has, and what employees are eligible for membership in your organization?

MR. HOWARD: That is right. In other words, we term millwrights, we claim, are machinists. Ordinarily the term "Machinist" covers millwrights.

TRIAL EXAMINER MC REE: Wait a minute. This exhibit is received as I.N. Exhibit 1.

(The document above referred to was marked I.N. Exhibit No. 1 and received in evidence.)

TRIAL EXAMINER MC REE: Mr. Howard, you might be a little more specific than you were this morning, after hearing the [145] testimony of Mr. Sleeman, as to which employees or classification of employees you desire to be included in the appropriate unit.

MR. HOWARD: I thought I covered it just then.

TRIAL EXAMINER MC REE: Well, let me ask you—

MR. BEDDOW: Is he testifying now? If he is, I suggest he be put under oath.

TRIAL EXAMINER MC REE: No, I am asking him to make this statement at the counsel table.

Mr. Sleeman testified that they had only, I think, nineteen machinists in that tool and die or die and tool department, I have forgotten which, and there were maintenance machinists, there were handymen or helpers, there were machine operators and there were die men. Now, do you take all of those classifications in that department in?

MR. HOWARD: That is right.

TRIAL EXAMINER MC REE: In addition to those classifications I have named, they had tool room men and tool room helpers and we had cranemen and crane operators' helpers.

MR. HOWARD: There were more than two in the tool room, as I recall it.

TRIAL EXAMINER MC REE: I mean one on each shift, I think was the testimony. Do you take in all of the employees Mr. Sleeman testified about as being in this tool and die room?

MR. HOWARD: That is correct.

[146] TRIAL EXAMINER MC REE: Does that include the man who is described as the templete man?

MR. HOWARD: No, we don't take the template.

TRIAL EXAMINER MC REE: You do take in the tool room men and the crane operators in that part of the plan?

MR. HOWARD: The crane operators and the tool and die and machine shop. I believe we identified them, is that correct?

TRIAL EXAMINER MC REE: That is correct.

MR. HOWARD: And in the wheel and axle, we claim them, but we claim nobody in the forge shop at all.

TRIAL EXAMINER MC REE: You claim all of the employees in the wheel and axle, exclusive of the supervisory employees?

MR. HOWARD: Yes, according to what was testified this morning.

TRIAL EXAMINER MC REE: That will exclude the foreman and the assistant foreman?

MR. HOWARD: Yes sir.

TRIAL EXAMINER MC REE: Now, do you ask for the crane operators in the wheel and axle department?

MR. HOWARD: That is right.

TRIAL EXAMINER MC REE: Now, you are asking for all of the employees that have been referred to here as millwrights?

MR. HOWARD: That is right, and the airbrake men.

TRIAL EXAMINER MC REE: You are asking for all of the [147] employees in the airbrake department, and when I say all of the employees in those departments, I mean exclusive of supervisory.

MR. HOWARD: That is the understanding.

TRIAL EXAMINER MC REE: And you also exclude the clerical employees?

MR. HOWARD: That is right, we exclude the clerical.

TRIAL EXAMINER MC REE: And you are also asking for all of the welders, both production welders and maintenance welders?

MR. HOWARD: That is right.

TRIAL EXAMINER MC REE: Now, do you think that defines your unit?

MR. HOWARD: I think so.

TRIAL EXAMINER MC REE: Anything else?

MR. BEDDOW: He said he took all of the hookers and the crane operators and whatnot.

MR. HOWARD: I did not say hookers.

TRIAL EXAMINER MC REE: He did not claim the hookers.

MR. HOWARD: I didn't claim the hookers, no.

TRIAL EXAMINER MC REE: That would be in both the tool and die and the wheel and axle.

MR. HOWARD: I don't claim the hookers anywhere.

TRIAL EXAMINER MC REE: Neither one of the hookers?

MR. HOWARD: That is right.

TRIAL EXAMINER MC REE: Anything else by any of the [148] parties?

MR. BEDDOW: Did you say you claim the cranemen in the axle department, too?

TRIAL EXAMINER MC REE: So I understood. Is that correct?

MR. HOWARD: Yes, just in the wheel and axle and the tool and die and machine shop, that is all.

MR. BEDDOW: Let me ask one thing, and I want this for the record and no other reason. Part of those men, cranemen out there are negro workers, and even though they are in your department, do you claim those negro cranemen and negro hookers, or whatnot?

MR. HOWARD: We claim them in that department.

MR. BEDDOW: You claim them, even though they are colored?

MR. HOWARD: Yes.

TRIAL EXAMINER MC REE: But not the hookers, you do not claim the hookers in any department?

MR. HOWARD: That is right.

TRIAL EXAMINER MC REE: That was my understanding.

* * * *

PLAINTIFFS' EXHIBIT 14

IN THE MATTER OF
PULLMAN-STANDARD CAR MANUFACTURING COMPANY
AND STEEL WORKERS ORGANIZING COMMITTEE

Case No. R-2952.—Decided September 12, 1941

Jurisdiction: railroad car manufacturing industry.

Investigation and Certification of Representatives: existence of question: refusal by Company to grant exclusive recognition to unions involved; elections necessary.

Units Appropriate for Collective Bargaining: single or separate units comprising: (1) all electrical employees in maintenance department, and powerhouse and substation operators, excluding foremen, leaders, and clerical employees; (2) all machinists, apprentices and helpers, employees in tool and die shop classified as die men, machine operators, toolroom men, toolroom helpers, handymen, and cranemen, millwrights, production and maintenance welders, employees in wheel, axle and truck shop, except crane hookers, and employees in air-brake department excluding foremen, leaders, and clerical employees; and (3) all production and maintenance employees including watchmen, and plant protection employees but excluding foremen, leaders and clerical employees; determination of, dependent upon elections.

Mr. Jelks H. Cabaniss, of Birmingham, Ala., for the Company.

Mr. William E. Mitch and *Mr. Noel R. Beddow*, of Birmingham, Ala., for the S. W. O. C.

Mr. J. R. May, of Montgomery, Ala., for the I.B.E.W.

Mr. J. H. Howard, of Washington, D.C., and *Mr. J. D. Baumgardner*, of Birmingham, Ala., for the I. A. M.

Mr. J. L. Giglio, of Birmingham, Ala., for the Federal Labor Union.

Mr. Harry Cooper, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTIONS

STATEMENT OF THE CASE

On August 1, 1941, Steel Workers Organizing Committee, herein called the S. W. O. C., filed with the Regional Director for the Tenth Region (Atlanta, Georgia) a petition alleging that a question affecting commerce had arisen concerning the representation of employees of Pullman-Standard Car Manufacturing Company, Bessemer, Alabama, herein called the Company, and requesting an investigation and certification of representatives pursuant to Section 9(c) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. On August 20, 1941, the National Labor Relations Board, herein called the Board, acting pursuant to Section 9(c) of the Act, and Article III, Section 3, of National Labor Relations Board Rules and Regulations—Series 2, as amended, ordered an investigation and authorized the Regional Director to conduct it and to provide for an appropriate hearing upon due notice.

On August 21, 1941, the Regional Director issued a notice of hearing, copies of which were duly served upon the Company, the S. W. O. C., and the following labor organizations claiming to represent employees directly affected by the investigation: Federal Labor Union, affiliated with the American Federation of Labor, herein

called the Federal Labor Union; International Association of Machinists, affiliated with the American Federation of Labor, herein called the I. A. M.; and International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor, herein called the I. B. E. W. Pursuant to notice, a hearing was held on August 28, 1941, at Birmingham, Alabama, before John C. McRee, the Trial Examiner duly designated by the Chief Trial Examiner. At the beginning of the hearing, the Federal Labor Union, the I. A. M., and the I. B. E. W. presented motions to intervene which were granted by the Trial Examiner. The Company, the S. W. O. C., the Federal Labor Union, the I. A. M., and the I. B. E. W. were represented by counsel or official representatives and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties. During the course of the hearing the Trial Examiner made various rulings on motions and on objections to the admission of evidence. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

The Company is a Delaware corporation operating a plant at Bessemer, Alabama, where it manufactures railroad cars. All manufactured cars are sold to railroads engaged in interstate commerce. The Company admits, for the purposes of this proceeding, that it is engaged in commerce within the meaning of the Act.

II. THE ORGANIZATIONS INVOLVED

Steel Workers Organizing Committee is a labor organization affiliated with the Congress of Industrial Organizations, admitting employees of the Company to membership.

Federal Labor Union, International Association of Machinists, and International Brotherhood of Electrical Workers, are labor organizations affiliated with the American Federation of Labor, admitting employees of the Company to membership.

III. THE QUESTION CONCERNING REPRESENTATION

In July 1941, the S. W. O. C. requested of the Company recognition as the exclusive bargaining representative of its employees. The Company failed to recognize S. W. O. C. as such representative. In August, the I. B. E. W., the I. A. M., and the Federal Labor Union each sought exclusive recognition by the respondent as bargaining representatives of certain of its employees. It does not appear that the Company granted such recognition to any of these organizations. In July or August, the Company informed the Regional Director of its desire that the Board decide the question of representation. From a statement of the Trial Examiner made at the hearing, it appears that each of the labor organizations here involved represents a substantial number of the Company's employees in the unit claimed by each to be appropriate for purposes of collective bargaining.[1]

[1] The S. W. O. C. submitted to the Trial Examiner 1,053 authorization and membership cards. The Trial Examiner examined them and stated that 1,039 cards appeared to bear genuine original signatures, that 880 cards were dated between April 1 and August 14, 1941, 95 between April 1 and December 30, 1940, and that the remainder were undated. The Trial Examiner selected 100 cards at random, checked the signatures thereon against the pay roll for the week ending August 9, 1941, and found 92 to be the names of

We find that a question has arisen concerning the representation of employees of the Company.

IV. THE EFFECT OF THE QUESTION CONCERNING REPRESENTATION UPON COMMERCE

We find that the question concerning representation which has arisen, occurring in connection with the operations of the Company described in Section I above, has a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tends to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

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persons appearing on said pay roll. There are about 1,168 employees in the unit claimed by the S. W. O. C. to be appropriate.

The I.B.E.W. submitted to the Trial Examiner a membership dues receipts book and a membership application receipts book, both books containing the receipts of a total of 17 persons who were alleged to be employees of the Company. All these receipts were dated during August 1941. The Trial Examiner found that of the 17 names listed on these receipts, 16 appeared on the August 9 pay roll. There are 21 employees in the unit claimed by the I.B.E.W. to be appropriate.

The I. A. M. submitted to the Trial Examiner 137 authorization cards dated during August 1941. The Trial Examiner stated that all of the cards appeared to bear genuine original signatures, and that, among 30 cards selected at random, 26 bore the names of persons appearing on the August 9 pay roll. There are about 135 employees in the unit claimed by the I. A. M. to be appropriate, exclusive of millwrights, whose number the record does not disclose.

The Federal Labor Union submitted to the Trial Examiner 248 authorization and membership cards, of which 236 appeared to the Trial Examiner to bear genuine, original signatures, and 221 of the 236 were dated during August 1941. The Trial Examiner selected 60 cards at random and found that 49 bore the names of persons listed on the August 9 pay roll. There are about 1,000 employees in the unit claimed by the Federal Labor Union to be appropriate.

V. THE APPROPRIATE UNIT

The S. W. O. C. contends that production and maintenance employees, excluding foremen, superintendents, and clerical employees, constitute a unit appropriate for the purposes of collective bargaining. The I. B. E. W. urges that a separate unit of all electrical employees in the maintenance department, and power-house and substation operators, excluding supervisory and clerical employees, is appropriate. The I. A. M. claims that a separate unit composed of machinists, apprentices and helpers, employees in tool and die shop classified as die men, machine operators, toolroom men, toolroom helpers, handymen, and cranemen, millwrights, production and maintenance welders, employees in the wheel, axle, and truck shop, except crane hookers, and employees in the air-brake department, excluding from each of the foregoing groups supervisory and clerical employees, is appropriate. The Federal Labor Union asserts that all employees, including clerical employees, watchmen, and plant-protection employees, but excluding employees in the units claimed by the I. A. M. and the I. B. E. W., and supervisory employees with authority to hire and discharge, comprise an appropriate unit. The Company takes no position with respect to the appropriate unit.

The evidence indicates that many of the employees in the separate units urged by the I. B. E. W. and the I. A. M. are skilled employees, and all of such employees appear to come under the craft jurisdictions of these two unions. On the other hand, evidence was introduced to show that the manufacture of railroad freight cars at the Company's plant is an integrated production process, and that an industrial unit, including the employees claimed by the I. A. M. and the I. B. E. W., is appropriate. So far as the record shows, there has been no history of collective bargaining either by the craft or in-

dustrial unions.[2] Under the circumstances herein presented, we find that the employees in the units claimed by the I. B. E. W. and the I. A. M. could function either as separate units or as part of a single industrial unit. Accordingly, we shall direct that elections be held, (1) among the employees, with the exclusions specified below, claimed by the I. B. E. W. to constitute an appropriate unit, to determine whether they wish to be represented by the I. B. E. W., by the S. W. O. C., or by neither of these organizations; (2) among the employees, with the exclusions specified below, claimed by the I. A. M. to constitute an appropriate unit, to determine whether they wish to be represented by the I. A. M., by the S. W. O. C., or by neither of these organizations. On the results of these elections will depend the appropriate unit. If the employees in either of these two groups select a bargaining representative other than the representative selected by the employees in the plant-wide industrial unit, they will constitute a separate and distinct appropriate unit. If they choose the same representative as the employees in the plant-wide industrial unit, they will be merged into a single unit with such employees.[3]

Supervisory employees. Supervisory employees at the Company's plant, consisting of foremen and leaders, have authority to hire and discharge employees. All parties apparently desire, and since they are major supervisory employees, we shall direct, that these employees be excluded from the craft and industrial units.[4]

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[2] The S. W. O. C. attempted to negotiate a contract with the Company in 1937 and again in 1941. However, the parties never entered into a contract and the character of the negotiations does not appear.

[3] *Matter of The Globe Machine and Stamping Co.* and *Metal Polishers Union, Local No. 3, et al.*, 3 N.L.R.B. 294.

[4] *James E. Stark Co.* and *Upholsterers' International Union of North America, Local No. 255*, 33 N.L.R.B. 1076.

Clerical employees. The S. W. O. C. desires to exclude clerical employees from the appropriate unit. The I. B. E. W. and the I. A. M. also seek to exclude clerical employees from the unit each seeks as appropriate. The Federal Labor Union, on the other hand, requests the inclusion of clerical employees in the unit of employees it claims as appropriate. The Federal Labor Union, however, has not specified which employees it refers to as clerical, or introduced any evidence regarding the duties of the clerical employees it desires included in the unit. The plant manager included in his pay-roll list of "clerical" employees all employees in engineering, pay-roll, timekeeping, and accounting departments. Apparently all these employees work in the Company's general office. They are salaried employees. The evidence does not disclose whether there are any clerical employees in the plant. Under these circumstances, and since the interests of the employees in the engineering, pay-roll, timekeeping, and accounting departments are distinct from those of employees in a unit of production employees, we shall exclude all clerical employees from the units herein alleged to be appropriate.

Watchmen and plant-protection employees. The Federal Labor Union desires the inclusion of these employees in the industrial unit. The S. W. O. C. has not expressed its position with regard to these employees. We shall include the watchmen and plant-protection employees in the industrial unit.[5]

We find that all production and maintenance employees, including watchmen and plant-protection employees, but excluding superintendents, foremen, leaders, and clerical employees, may properly constitute a unit appropriate for the purposes of collective bargaining which would insure to the employees of the Company

[5] *Matter of The Quaker Oats Company* and *United Cereal Workers Local Industrial Union, No. 1105*, 32 N.L.R.B. 312.

the full benefit of their right to self-organization and to collective bargaining and otherwise effectuate the policies of the Act. As indicated above, the employees in the units claimed by the I. A. M. and the I. B. E. W. may or may not be included within such unit, depending on the results of the elections we shall order. We shall, therefore, make no final determination of the appropriate unit or units pending the elections to be conducted among the employees in the craft units.

VI. THE DETERMINATION OF REPRESENTATIVES

We have heretofore decided that separate elections will be held to determine the collective bargaining representatives for the employees in the craft units. We find that the question concerning representation of the employees in the industrial unit can best be resolved by means of an election by secret ballot.

The parties stipulated that the pay roll for the week ending August 9, 1941, would be satisfactory for the purpose of determining eligibility to vote. We shall give effect to the desires of the parties in this respect and shall accordingly direct that the employees of the Company eligible to vote in the elections shall be those who were employed during the pay-roll period ending August 9, 1941, subject to such limitations and additions as are set forth in the Direction of Elections herein.

At the hearing the labor organizations requested that their names appear on the ballot as follows: Steel Workers Organizing Committee, Local No. 1466; Federal Labor Union, affiliated with the American Federation of Labor; International Association of Machinists, Local No. 359; and International Brotherhood of Electrical Workers, Local No. 287. These requests are hereby granted.

Upon the basis of the above findings of fact and upon the entire record in the case, the Board makes the following:

CONCLUSION OF LAW

A question affecting commerce has arisen concerning the representation of employees of Pullman-Standard Car Manufacturing Company, Bessemer, Alabama, within the meaning of Section 9(c) and Section 2 (6) and (7) of the National Labor Relations Act.

DIRECTION OF ELECTIONS

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9(c) of the National Labor Relations Act, and pursuant to Article III, Section 8, of National Labor Relations Board Rules and Regulations—Series 2, as amended, it is hereby

DIRECTED that, as part of the investigation authorized by the Board to ascertain representatives for the purposes of collective bargaining with Pullman-Standard Car Manufacturing Company, Bessemer, Alabama, elections by secret ballot shall be conducted as soon as possible, but not later than thirty (30) days from the date of this Direction, under the direction and supervision of the Regional Director for the Tenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Section 9, of said Rules and Regulations:

1. Among all electrical employees in the maintenance department, and power-house and sub-station operators of the Company, who were employed during the pay-roll period ending August 9, 1941, including employees who did not work during such pay-roll period because they were ill or on vacation or in the active military service or training of the United States, or temporarily laid off, but excluding foremen, leaders, clerical employees, and employees who have since quit or been discharged for

cause, to determine whether they desire to be represented by Steel Workers Organizing Committee, Local No. 1466 or by International Brotherhood of Electrical Workers, Local No. 287, for the purposes of collective bargaining, or by neither; and

2. Among all machinists, apprentices and helpers, employees in tool and die shop classified as die men, machine operators, toolroom men, toolroom helpers, handymen, and cranemen, millwrights, production and maintenance welders, employees in wheel, axle, and truck shop, except crane hookers, and employees in air-brake department, who were employed by the Company during the pay-roll period ending August 9, 1941, including employees who did not work during such pay-roll period because they were ill or on vacation or in the active military service or training of the United States, or temporarily laid off, but excluding foremen, leaders, and clerical employees, and employees who have since quit or been discharged for cause, to determine whether they desire to be represented by Steel Workers Organizing Committee, Local No. 1466, or by International Association of Machinists, Local No. 359, for purposes of collective bargaining, or by neither; and

3. Among all production and maintenance employees of the Company who were employed during the pay-roll period ending August 9, 1941, including watchmen, plant-protection employees, employees who did not work during such pay-roll period because they were ill or on vacation or in the active military service or training of the United States, or temporarily laid off, but excluding superintendents, foremen, leaders, clerical employees, employees in groups 1 and 2 above, and employees who have since quit or been discharged for cause, to determine whether they desire to be represented by Steel Workers Organizing Committee, Local No. 1466 or by Federal Labor Union, affiliated with the American Federation of Labor, for the purposes of collective bargaining, or by neither.

PLAINTIFFS' EXHIBIT 15

IN THE MATTER OF PULLMAN-STANDARD CAR MANUFACTURING COMPANY AND STEEL WORKERS ORGANIZING COMMITTEE

Case No. R-2952

SUPPLEMENTAL DECISION

AND

CERTIFICATION OF REPRESENTATIVES

November 19, 1941

On September 12, 1941, the National Labor Relations Board, herein called the Board, issued its Decision and Direction of Elections in the above-entitled proceeding.[1] Pursuant to said Direction of Elections, elections by secret ballot were conducted on October 7, 1941, under the direction and supervision of the Regional Director for the Tenth Region (Atlanta, Georgia). On October 16, 1941, the Regional Director, acting pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 2, as amended, issued an Election Report, copies of which were duly served upon the parties. No objections to the conduct of the ballot or to the Election Report were filed by any of the parties.

As to the balloting and the results thereof, the Regional Director reported as follows:

Group No. 1

1. Total number eligible	22
2. Total ballots cast	18
3. Total number of ballots cast for Steel Workers Organizing Committee, Local No. 1466	4
4. Total number of ballots cast for International Brotherhood of Electrical Workers, Local No. 287	13

[1] 35 N.L.R.B., No. 78.

5. Total number of votes cast for neither organization	1
6. Total number of challenged ballots	0
7. Total number of void ballots	0
8. Total number of blank ballots	0

Group No. 2

1. Total number eligible	163
2. Total ballots cast	151
3. Total number of ballots cast for Steel Workers Organizing Committee, Local No. 1466	18
4. Total number of ballots cast for International Association of Machinists, Local No. 359	127
5. Total number of votes cast for neither organization	5
6. Total number of challenged ballots	1
7. Total number of void ballots	0
8. Total number of blank ballots	0

Group No. 3

1. Total number eligible	987
2. Total ballots cast	904
3. Total number of ballots cast for Steel Workers Organizing Committee, Local No. 1466	736
4. Total number of ballots cast for Federal Labor Union, Affiliated with the American Federation of Labor	111
5. Total number of votes cast for neither organization	24
6. Total number of challenged ballots	28
7. Total number of void ballots	4
8. Total number of blank ballots	1

Since the number of challenged ballots cannot affect the results of the election, the Regional Director made no report or recommendation regarding said challenges, and we find it unnecessary to make any determination with respect thereto.

In the Decision and Direction of Elections previously referred to the Board stated:

> . . . we shall direct that elections be held, (1) among the employees, with the exclusions specified below, claimed by the I. B. E. W. to constitute an appropriate unit, to determine whether they wish to be represented by the I. B. E. W., by the S. W. O. C.,

or by neither of these organizations; (2) among the employees, with the exclusion specified below, claimed by the I. A. M. to constitute an appropriate unit, to determine whether they wish to be represented by the I. A. M., by the S. W. O. C., or by neither of these organizations. On the results of these elections will depend the appropriate unit. If the employees in either of these two groups select a bargaining representative other than the representative selected by the employees in the plant-wide industrial unit, they will constitute a separate and distinct appropriate unit. If they choose the same representative as the employees in the plant-wide industrial unit, they will be merged into a single unit with such employees.

Upon the basis of the entire record in the case, the Board makes the following:

Supplemental Findings of Fact

We find that all electrical employees in the maintenance department, and powerhouse and substation operators, of Pullman-Standard Car Manufacturing Company, Bessemer, Alabama, excluding foremen, leaders, and clerical employees, constitute a unit appropriate for the purposes of collective bargaining.

We find that all machinists, apprentices and helpers, employees in tool and die shop classified as die men, machine operators, toolroom men, toolroom helpers, handymen, and cranemen, millwrights, production and maintenance welders, employees in wheel, axle, and truck shop, except crane hookers, and employees in air-brake department,[2] of Pullman-Standard Car Manufacturing

[2] It is to be noted that the Board intended in its Decision and Direction of Elections to include employees in air-brake department in the unit sought by the I. A. M.

Company, Bessemer, Alabama, excluding foremen, leaders, and clerical employees, constitute a unit appropriate for the purposes of collective bargaining.

We find that all production and maintenance employees of Pullman-Standard Car Manufacturing Company, Bessemer, Alabama, including watchmen and plant protection employees, but excluding superintendents, foremen, leaders, clerical employees, and employees enumerated above in the last two preceding paragraphs, constitute a unit appropriate for the purposes of collective bargaining.

We find that the above units will insure to the employees of the Company the full benefit of their right to self-organization and to collective bargaining, and otherwise will effectuate the policies of the Act.

Upon the basis of the above findings of fact and upon the entire record in the case, the Board makes the following:

Supplemental Conclusions of Law

1. All electrical employees in the maintenance department, and powerhouse and substation operators, of Pullman-Standard Car Manufacturing Company, Bessemer, Alabama, excluding foremen, leaders, and clerical employees, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the National Labor Relations Act.

2. All machinists, apprentices and helpers, employees in tool and die shop classified as die men, machine operators, toolroom men, toolroom helpers, handymen, cranemen, millwrights, production and maintenance welders, employees in wheel, axle, and truck shop, except crane hookers, and employees in air-brake department, of Pullman-Standard Car Manufacturing Company, Bessemer, Alabama, excluding foremen, leaders, and clerical em-

ployees, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9(b) of the National Labor Relations Act.

3. All production and maintenance employees of Pullman-Standard Car Manufacturing Company, Bessemer, Alabama, including watchmen and plant protection employees, but excluding superintendents, foremen, leaders, clerical employees, and employees in group 1 and 2 above, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the National Labor Relations Act.

CERTIFICATION OF REPRESENTATIVES

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9(c) of the National Labor Relations Act, 49 Stat. 449, and pursuant to Article III, Sections 8 and 9, of National Labor Relations Board Rules and Regulations—Series 2, as amended,

IT IS HEREBY CERTIFIED that International Brotherhood of Electrical Workers, Local No. 287, has been designated and selected by a majority of all electrical employees in the maintenance department, and powerhouse and substation operators, of Pullman-Standard Car Manufacturing Company, Bessemer, Alabama, excluding foremen, leaders, and clerical employees, as their representative for the purposes of collective bargaining, and that pursuant to Section 9(a) of the National Labor Relations Act, International Brotherhood of Electrical Workers, Local No. 287, is the exclusive representative of all such employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

IT IS HEREBY CERTIFIED that International Association of Machinists, Local No. 359, has been designated and

selected by a majority of all machinists, apprentices and helpers, employees in tool and die shop classified as die men, machine operators, toolroom men, toolroom helpers, handymen, and cranemen, millwrights, production and maintenance welders, employees in wheel, axle, and truck shop, except crane hookers, and employees in air-brake department, of Pullman-Standard Car Manufacturing Company, Bessemer, Alabama, excluding foremen, leaders, and clerical employees, as their representative for the purposes of collective bargaining, and that pursuant to Section 9(a) of the National Labor Relations Act, International Association of Machinists, Local No. 359, is the exclusive representative of all such employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

IT IS HEREBY CERTIFIED that Steel Workers Organizing Committee, Local No. 1466, has been designated and selected by a majority of all production and maintenance employees of Pullman-Standard Car Manufacturing Company, Bessemer, Alabama, including watchmen and plant protection employees, but excluding superintendents, foremen, leaders, clerical employees, and employees enumerated above in the last two preceding paragraphs, as their representatives for the purposes of collective bargaining, and that pursuant to Section 9(a) of the National Labor Relations Act, Steel Workers Organizing Committee, Local No. 1466, is the exclusive representative of all such employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

MR. GERARD D. REILLY took no part in the consideration of the above Supplemental Decision and Certification of Representatives.

PLAINTIFFS' EXHIBIT 17

AGREEMENT

THIS AGREEMENT made and entered into this 7th day of April, 1942, between Pullman-Standard Car Manufacturing Company, hereinafter referred to as the "Company", for its plant located in the City of Bessemer, State of Alabama, and the International Association of Machinists, Lodge No. 359, affiliated with the American Federation of Labor, hereinafter referred to as the "Association", as the exclusive representative and bargaining agent of all employees of the Company as defined and set forth in the second paragraph of the National Labor Relations Board, Tenth Region, certification, Case No. R-2952, dated November 19, 1941, as supplemented or clarified by letter of the respective unions to the Company dated December 19, 1941:

* * * *

11. SENIORITY. Seniority of employees covered by this Agreement shall be confined to the department employed in each of the following departments:

Tool and Die Shop
Wheel and Axle Shop
Air-Brake Department
Welders
Millwrights.

Seniority starts from the day of employment. When it becomes necessary to reduce expenses, the force shall be reduced.

Nothing herein shall affect the application or definition of the term "length of service" or a similar term as contained in the Company's group insurance, contributory retirement income, pension, and vacation plan for hourly and piece-work employees as amended July 14, 1941.

[Attachment to Plaintiffs' Exhibit 17]

Notice will be given to the men affected before reduction is made, five days in advance, unless conditions beyond the company's control prevent, and lists will be furnished the Shop Committee.

The last man employed shall be the first man laid off, except that due to nature of the work on production tracks the present practice in the welders and air-brake departments will continue, in that the men affected will take lay off without regard to seniority, provided, however, that in case of permanent lay-off, seniority will govern.

In the restoration of forces, senior laid off men will be given preference of re-employment, if available within a reasonable time, and shall be returned to their former positions if practicable.

A copy of the seniority list will be made available at least twice a year to the Shop Committee and notice posted that copy is available in the employment office to the employees listed.

New employees are on probation for three months, during which time they may be laid off or discharged as exclusively determined by the Company.

* * * *

IN WITNESS WHEREOF, the Company and the Association have each caused these presents to be executed in their respective names by their proper officers thereunto duly authorized.

PULLMAN-STANDARD CAR MANUFACTURING COMPANY (BESSEMER PLANT)
By W. C. Sleeman, Works Manager.

INTERNATIONAL ASSOCIATION OF MACHINISTS, LODGE 359,

By H. A. Schrader, J. H. Howard,
Grand Lodge Representatives.

A. H. Raines,
Committeeman, Lodge 359.

[Attachment to Plaintiffs' Exhibit 17]

Birmingham, Alabama
December 19, 1941.

Pullman-Standard Car Manufacturing Company,
Birmingham, Alabama.

Gentlemen:

You are familiar with the fact that the classification of employees set out in the Board's Decision and Direction of Elections, dated September 12 and November 19, 1941, is in some respects difficult of interpretation and in minor respects inadvertent in the classification of employees as has been recognized both by the Company and by the respective bargaining agencies. The matter having reached the Board, suggestion has been received that the parties interested agree among themselves upon a correction of the matter. Conference was accordingly held on December 18, at the request of the Board, resulting in the following agreement between representatives of the Steel Workers Organizing Committee and the International Association of Machinists, as to the matter:

The following classifications are the classifications to be considered as included in paragraph 2, page 6, group 2, of the Board's Decision and Order: All machinists, machinists apprentices, machinists helpers; employees in tool and die shop classified as die men, machine operators, toolroom men, toolroom helpers, handy-men and cranemen, but excluding laborers and hook-ons; employees classified as millwrights, production and maintenance burners, welders, tackers, burners and welder helpers; employees in the wheel and axle department except crane hookers, wheel rollers and laborers; air brake production employees classified as pipe fitters, pipe fitter helpers, and air brake testers; employees in steel erection department classified as toolroom men and toolroom helpers of Pullman-Standard Car Manufacturing Company,

Bessemer, Alabama, excluding foremen, leaders and clerical employees. Employees of the truck shop are properly included in group 3.

We accordingly request that the company acquiesce in the above agreement.

Yours very truly,

STEELWORKERS ORGANIZING COMMITTEE,

By /s/ W. H. Crawford,
Field Representative.

INTERNATIONAL ASSOCIATION OF MACHINISTS,
LODGE 359,

By /s/ J. D. Baumgardner,
Business Representative.

ACCEPTED: as noted below.

PULLMAN-STANDARD CAR MANUFACTURING COMPANY
(BESSEMER PLANT)

By /s/ W. C. Sleeman,
Its Manager of Works

NOTE: Assuming that the foregoing is satisfactory to the Board, and subject to Board orders.

PLAINTIFFS' EXHIBIT 18

AGREEMENT

THIS AGREEMENT made and entered into this June 13, 1944 between Pullman-Standard Car Manufacturing Company, hereinafter referred to as the "Company", for its plant located in the City of Bessmer, State of Alabama, and the International Association of Machinists, Lodge No. 359, affiliated with the American Federation of Labor, hereinafter referred to as the "Association", as the exclusive representative and bargaining agent of all employees of the Company as defined and set forth in the second paragraph of the National Labor Relations Board, Tenth Region, certification, case No. R-2952, dated November 19, 1941, as supplemented or clarified by letter of the respective unions to the Company dated December 19, 1941:

* * * *

11. SENIORITY.

Seniority of employees covered by this agreement shall be confined to the department employed in each of the following departments:

Tool and Die Shop
Wheel and Axle Shop
Air-Brake Department
Welders
Millwrights.

Seniority starts from the day of employment. When it becomes necessary to reduce expenses, the force shall be reduced.

Nothing herein shall affect the application or definition of the term "length of service" or a similar term as contained in the Company's group insurance, contributory retirement income, pension, and vacation plan for

hourly and piece-work employees as amended July 14, 1941 and extended to cover the year 1944.

Notice will be given to the men affected before reduction is made, five days in advance, unless conditions beyond the company's control prevent, and lists will be furnished the Shop Committee.

The last man employed shall be the first laid off, except that due to nature of the work on production tracks the present practice in the welders and air-brake departments will continue, in that the men affected will take lay off without regard to seniority, provided, however, that in case of permanent lay-off seniority will govern.

In the restoration of forces, senior laid off men will be given preference of re-employment, if available within a reasonable time, and shall be returned to their former positions if practicable.

A copy of the seniority list will be made available at least twice a year to the Shop Committee and notice posted that copy is available in the employment office to the employees listed.

New employees are on probation for three months, during which time they may be laid off or discharged as exclusively determined by the Company.

• • • •

SUPPLEMENT

[Attached to Plaintiffs' Exhibit 18]

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

Case No. 10-R-1212

In the matter of:

PULLMAN-STANDARD CAR MANUFACTURING COMPANY, BESSEMER, ALABAMA PLANT

AND

UNITED STEELWORKERS OF AMERICA CIO

It is hereby agreed by and between United Steelworkers of America, Local No. 1466, by R. M. Poarch and Dan R. Houston, and International Association of Machinists, Lodge No. 359, by J. C. McGlon and J. D. Bumgardner as follows:

1. All machinists, machinist apprentices, machinist helpers; employees in tool and die shop classified as die men, machine operators, toolroom men, toolroom helpers, handy-men and crane men, but excluding laborers and hook-ons; also all millwrights employed by Pullman-Standard Car Manufacturing Company, Bessemer, Alabama; excluding all foremen, leaders and clerical employees, constitute an appropriate unit within the meaning of Section 9 (c) of the National Labor Relations Act. It is further agreed that the International Association of Machinists represents the employees in such unit and that it shall be recognized as exclusive bargaining representative of the employees in such unit by the Pullman-Standard Car Manufacturing Company.

2. It is agreed that all employees classified as production and maintenance burners, welders, tackers, burner

and welder helpers; employees in the wheel and axle department; airbrake production employees classified as pipe fitters, pipe fitter helpers and airbrake testers; employees in erection department classified as toolroom men and toolroom helpers, excluding foremen, leaders and clerical employees shall be added to or included in the appropriate unit represented at the present time by the United Steelworkers of America, Local No. 1466. It is agreed that United Steelworkers of America represents the employees in such unit as thus enlarged and that the Pullman-Standard Car Manufacturing Company will recognize the United Steelworkers of America, Local No. 1466, as the exclusive bargaining representative of such employees.

This June 14, 1944.

INTERNATIONAL ASSOCIATION
OF MACHINISTS

By /s/ J. D. Baumgardner
By /s/ J. C. McGlon

UNITED STEELWORKERS OF
AMERICA CIO
LOCAL No. 1466

By /s/ R. M. Poarch
By /s/ Dan R. Houston

Witnessed by:

/s/ Paul L. Kuelthan,
Regional Atty., N. L. R. B.

Pullman-Standard Car Manufacturing Company has taken no position in the matter of selection of a bargaining representative by its employees and therefore does

not assume responsibility for the above and foregoing agreement between the respective unions heretofore certified by the National Labor Relations Board but being of the opinion that present controversy as to bargaining units is not in aid of harmonious operation of the Bessemer plant hereby acquiesces in the foregoing agreement and agrees for the duration of its existing contracts with the respective unions to recognize them, respectively, as exclusive bargaining agents for the bargaining units so defined, subject to any valid order or directive by public authority or requirement of law to the contrary.

PULLMAN-STANDARD
CAR MANUFACTURING
COMPANY

By /s/ W. C. Sleeman.

6-14-44

PLAINTIFFS' EXHIBIT 19

MEMORANDUM AGREEMENT

It is agreed this 6th day of October, 1944, between the International Association of Machinists, Lodge No. 359, affiliated with the American Federation of Labor, and the Pullman-Standard Car Manufacturing Company, Bessemer, Alabama Plant, to amend Section 8 "Vacations"; Section 10 "Reporting time"; Section 11 "Seniority; and add Section 11-A; Section 11-B; and Section 11-C:

* * * *

SECTION 11. SENIORITY.

Seniority of employees covered by this agreement shall be confined to the department employed in each of the following departments:

Tool and Die Shop,
Millwrights,

and confined within their respective classification as follows; machinists, apprentices, die men, machine operators, toolroom men, helpers and handy men, cranemen, and millwrights.

Seniority starts from the day of employment. When it becomes necessary to reduce expenses, the force shall be reduced.

Notice shall be given to the men affected before reduction is made, five days in advance, unless conditions beyond the company's control prevent, and lists will be furnished the Shop Committee.

The last man employed shall be the first man laid off.

In the restoration of forces, senior laid off men will be given preference of re-employment, if available within a reasonable time, and shall be returned to their former positions if practicable.

A copy of the seniority list will be made available at least twice a year to the Shop Committee and notice posted that copy is available in the employment office to the employees listed.

New employees are on probation for three months, during which time they may be laid off or discharged as exclusively determined by the Company.

Seniority shall cease upon (a) discharge for proper cause; (b) voluntary quitting; (c) after having been laid off the employee does not return to work within ten (10) days after notice is sent to the address according to the Company records (it is the sole duty of each employee to advise the Company in writing of any change of address); (d) lay-off of one or more years duration; (e) failure to return to work at expiration of leave of absence.

Seniority lists shall be compiled according to service as defined in the Company's Rules and Regulations of May 1, 1936 and shown on the Company's records as of September 30, 1944 and such accumulated service shall be credited to the employee's departmental seniority for the purpose of placing his name on the department list. Employees employed after September 30, 1944 shall be placed on the department seniority list as of the date of employment in their respective classifications. Seniority lists will be made up as soon after October 1, 1944 as possible and posted in each department. Unless a written protest is made to the employment office within thirty (30) days after posting by men in active service of the Company or if not in active service, within 30 days after return to active service, length of service

and dates thereon shall not be changed and the list shall be considered approved and binding. There is to be no penalty in applying seniority before or during the thirty (30) day period the list is subject to approval of employees.

When a supervisor is reduced in rank to that of workman, he shall exercise his departmental seniority as shown on the departmental seniority list.

Any employee other than a temporary employee who shall enter the Armed Forces of the United States by conscription or voluntary enlistment shall not retain his seniority earned, but his seniority shall be accumulated during his entire period of such active service, for the purpose of seniority only; i.e., his position on the seniority list in accordance with provisions of the Federal law.

Any such employee who shall make application for reemployment within sixty days after having been relieved from such service shall be restored to his former position or one of like seniority, status and pay provided that he is in possession of a certificate of honorable discharge, that he satisfactorily shall pass the medical examination customarily given to all applicants for employment and provided that the circumstances of the Company have not so changed as to make it impossible or unreasonable that it agree to such reinstatement.

• • • •

PLAINTIFFS' EXHIBIT 33

AGREEMENT

This agreement, dated April 7, 1942 between Pullman-Standard Car Manufacturing Company, Bessemer Plant (hereinafter referred to as the "Company"), and Steel Workers Organizing Committee, Local No. 1466, or its successor (hereinafter referred to as the "Union"):

SECTION 1.

The bargaining unit covered by this agreement, by which the Union is recognized as the exclusive collective bargaining agent, subject to any change required by law, shall be as per the third paragraph of the National Labor Relations Board certification, dated November 19, 1941 as supplemented or clarified by letter of the respective unions to the Company dated December 19, 1941.

• • • •

SECTION 7. SENIORITY.

In all cases of increase or decrease of forces, the following factors shall be considered, and where factors "b", "c", and "d" are relatively equal, length of continuous service shall govern:

a. Continuous service;
b. Ability to perform the work;
c. Efficiency;
d. Physical fitness.

Seniority shall cease upon (a) discharge; (b) voluntary quitting; (c) after having been laid off the employee does not return to work within ten (10) days after notice is sent to the address according to the Company employment records; (d) lay-off of one or more years' duration.

Nothing herein shall affect the application or definition of the term "length of service" or a similar term as contained in the Company's group insurance, contributory retirement income, pension, and vacation plan for hourly and piece work employees as amended July 14, 1941.

New employees are on probation for three months, during which time they may be laid off or discharged as exclusively determined by the Company.

No employee shall hold seniority in more than one department, nor exercise seniority in cases where men are finishing assigned work requiring two weeks, or less, to complete.

The Company reserves the right in case of shutdown to retain such employees as will best fit the Company's needs. Under such conditions there will be no restrictions as to the kind of work performed by leaders, foremen or force retained.

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PLAINTIFFS' EXHIBIT 34

AGREEMENT

THIS AGREEMENT, dated June 6, 1944, between Pullman-Standard Car Manufacturing Company, Bessemer, Alabama Plant (hereinafter referred to as the "Company"), and United Steelworkers of America in behalf of Local No. 1466, or its successor (hereinafter referred to as the "Union".)

* * * *

SECTION 7. SENIORITY.

In all cases of increase or decrease of forces, the following factors shall be considered, and where factors "b", "c", and "d" are relatively equal, length of continuous service shall govern:

a. Continuous service;
b. Ability to perform the work;
c. Efficiency;
d. Physical fitness.

Seniority shall cease upon (a) discharge for proper cause; (b) voluntary quitting; (c) after having been laid off the employee does not return to work within ten (10) days after notice is sent to the address according to the Company employment records; (d) lay-off of one or more years' duration.

Nothing herein shall affect the application or definition of the term "length of service" or a similar term as contained in the Company's group insurance, contributory retirement income, pension, and vacation plan for hourly and piece work employees as amended July 14, 1941 and extended to cover the year 1944.

New employees are on probation for three months, during which time they may be laid off or discharged as exclusively determined by the Company.

No employee shall hold seniority in more than one department, nor exercise seniority in cases where men are finishing assigned work requiring two weeks, or less, to complete.

The Company reserves the right in case of shut-down to retain such employees as will best fit the Company's needs. Under such conditions there will be no restrictions as to the kind of work performed by leaders, foremen or force retained, but this provision is not applicable to production work continuing one week or more.

Any employee other than a temporary employee who shall enter the Armed Forces of the United States by conscription or voluntary enlistment shall not only retain his seniority earned, but his seniority shall be accumulated during the entire period of such active service. Any such employee who shall make application for reemployment within forty (40) days after having been relieved from such service shall be restored, to his former position or one of like seniority, status and pay provided that he is in possession of a certificate of honorable discharge, that he satisfactorily shall pass the medical examination customarily given to all applicants for employment and provided that the circumstances of the Company have not so changed as to make it impossible or unreasonable that it agree to such reinstatement.

• • • •

PLAINTIFFS' EXHIBIT 35

MEMORANDUM AGREEMENT

It is agreed this 30th day of September, 1944, between the United Steelworkers of America, Local No. 1466, and the Pullman-Standard Car Manufacturing Company, Bessemer, Alabama, plant to amend Section 6, "Vacations" and Article 7, "Seniority", 7-A and "Reporting Time" Section 7-B, also 7-C "Leave of Absence", as follows:

* * * *

SECTION 7. SENIORITY.

In all cases of increase or decrease of forces, the following factors shall be considered, and where factors shall be considered, and where "factors "b" and "c" are relatively equal, length of continuous service shall govern:

A—Continuous service.
B—Ability to perform the work.
C—Physical fitness.

Seniority shall cease upon (a) discharge for proper cause; (b) voluntary quitting; (c) after having been laid off the employee does not return to work within ten (10) days after notice is sent to the address according to the Company records (it is the sole duty of each employee to advise the Company in writing of any change of address); (d) lay-off of one or more years duration; (e) failure to return to work at expiration of leave of absence.

Seniority lists shall be compiled according to service as defined in the Company's Rules and Regulations of May 1, 1936 and shown on the Company's records as of September 30, 1944 and such accumulated service shall

be credited to the employee's departmental seniority for the purpose of placing his name on the department list. Employees employed after September 30, 1944 shall be placed on the department seniority list as of the date of employment in their respective departments. Seniority lists will be made up as soon after October 1, 1944 as possible and posted in each department. Unless a written protest is made to the employment office within thirty (30) days after posting by men in active service of the Company or if not in active service, within 30 days after return to active service, length of service and dates thereon shall not be changed and the list shall be considered approved and binding. There is to be no penalty in applying seniority before or during the thirty (30) day periods the list is subject to approval of employees.

New employees are on probation for three (3) months, during which time they may be laid off or discharged as exclusively determined by the Company, provided this shall not be used because of membership in the Union. After the three (3) months probationary period has expired they shall cease to be probationary employees and shall be entered on the seniority list of the department in which they are working at the time the probation period expires and shall rank for seniority from the date they entered said department. There shall be no seniority among probationary employees. Departmental seniority will prevail for all employees other than probationary employees.

When a supervisor is reduced in rank to that of workman, he shall exercise his departmental seniority as shown on the departmental seniority list.

No employee shall hold seniority in more than one department, nor exercise seniority in cases where men are finishing assigned work requiring two calendar weeks, or less, to complete except as hereinafter provided. When an employee because of his exceptional ability is trans-

ferred from one department to another by the management, he shall retain and continue to accumulate seniority in the department from which he was transferred and his name shall also be entered upon the seniority list of his new department, as of the date of his entering the new department. No employee so transferred shall hold seniority in more than two (2) departments; i.e., his original department and the department in which he is now working.

An employee who is transferred from one department to another for any reason whatever except on orders from the Management shall relinquish seniority in the department from which he is transferred and shall start as a new employee in the department to which he is transferred and his name shall be entered on the new department seniority list as of the first day worked in the new department. An employee so transferred must make written request.

In the event of a reduction in forces of more than two calendar weeks employees who are laid off but who have satisfactorily completed their probationary periods and whose names appear on their respective departmental seniority lists will be allowed to displace probationary employees in other departments providing the laid off employee has the required qualifications and ability to perform the work. But such laid off employee's name shall not appear on his new or temporary departmental seniority lists unless he requests a transfer in which case his name will appear as of the date entered this new or temporary department, and in such case he shall automatically relinquish his seniority in his former department.

In case of shutdown the Company will retain such employees as will best fit the Company's needs and under such conditions there will be no restrictions as to the kind of work performed by leaders, foremen, or force

retained, but this provision is not applicable to production work continuing one week or more.

Employees already assigned to work on an order shall not exercise seniority on new or other orders except that if an employee is not given work on a new order within two calendar weeks after the completion of the previous order on which he worked, then he shall be authorized to exercise departmental seniority in getting a like occupation on any going order requiring two calendar weeks or more to complete.

Any employee other than a temporary employee who shall enter the Armed Forces of the United States by conscription or voluntary enlistment shall not only retain his seniority earned, but his seniority shall be accumulated during his entire period of such active service, for the purpose of seniority only; i.e., his position on the seniority list in accordance with provisions of the Federal law.

Any such employee who shall make application for re-employment within sixty days after having been relieved from such service shall be restored to his former position or one of like seniority, status and pay provided that he is in possession of a certificate of honorable discharge, that he satisfactorily shall pass the medical examination customarily given to all applicants for employment and provided that the circumstances of the Company have not so changed as to make it impossible or unreasonable that it agree to such reinstatement.

* * * *

PLAINTIFFS' EXHIBIT 38

AGREEMENT

THIS AGREEMENT, dated June 6, 1947, between Pullman-Standard Car Manufacturing Company, Bessemer, Alabama Plant (hereinafter referred to as the "Company"), and United Steelworkers of America in behalf of Local No. 1466, or its successor (hereinafter referred to as the "Union").

* * * *

SECTION 7. SENIORITY.

In all cases of increase or decrease of forces, the following factors shall be considered, and where factors "B" and "C" are relatively equal, length of continuous service shall govern:

A—Continuous Service.
B—Ability to perform the work.
C—Physical fitness.

Seniority shall cease upon (a) discharge for proper cause; (b) voluntary quitting; (c) after having been laid off the employee does not return to work within ten (10) days after notice is sent to the address according to the Company records (it is the sole duty of each employee to advise the Company in writing of any change of address); (d) lay-off of one or more years duration; (e) failure to return to work at expiration of leave of absence.

Seniority lists shall be compiled according to service as defined in the Company's Rules and Regulations of May 1, 1936 and shown on the Company's records as of September 30, 1944 and such accumulated service shall be credited to the employee's departmental seniority for the purpose of placing his name on the department list. Employees employed after September 30, 1944 shall be

placed on the department seniority list as of the date of employment in their respective departments. Seniority lists will be made up as of June 1 and posted in each department. Unless a written protest is made to the employment office within thirty (30) days after posting by men in active service of the Company or if not in active service, within 30 days after return to active service, length of service and dates thereon shall not be changed and the list shall be considered approved and binding. There is to be no penalty in applying seniority before or during the thirty (30) day period the list is subject to approval of employees.

New employees are on probation for three (3) months, during which time they may be laid off or discharged as exclusively determined by the Company, provided this shall not be used because of membership in the Union. After the three (3) months probationary period has expired they shall cease to be probationary employees and shall be entered on the occupational seniority list of the department in which they are working at the time the probation period expires and shall rank for occupational seniority from the date they entered said department. There shall be no seniority among probationary employees.

Occupational seniority within a department will prevail for all employees other than probationary employees.

When a supervisor is reduced in rank to that of a workman, he shall exercise his seniority as shown on the seniority list.

No employee shall hold seniority in more than one occupation or department, nor exercise seniority in cases where men are finishing assigned work requiring two calendar weeks, or less, to complete except as hereinafter provided.

When an employee because of his exceptional ability is transferred by the management, he shall retain and

continue to accumulate seniority in the occupation from which he was transferred and his name shall also be entered upon the seniority list of his new department as of the date of his entering the new department. No employee so transferred shall hold seniority in more than two (2) occupations; i.e., his original occupation and the occupation in which he is now working.

An employee who is transferred from one occupation in a department to the same or other occupation in the same department or another department for any reason whatever except on orders from the Management shall relinquish seniority in the occupation from which he is transferred and shall start as a new employee in the occupation to which he is transferred and his name shall be entered on the new occupational seniority list as of the first day worked in the new occupation or department. An employee so transferred must make written request.

In the event of a reduction in forces of more than two calendar weeks employees who are laid off but who have satisfactorily completed their probationary periods and whose names appear on their respective seniority lists will be allowed to displace probationary employees in other occupations providing the laid off employee has the required qualifications and ability to perform the work. But such laid off employee's name shall not appear on his new or temporary occupation seniority list unless he requests a transfer in which case his name will appear as of the date entered this new or temporary occupation and in such case he shall automatically relinquish his seniority in his former occupation.

In case of shutdown the Company will retain such employees as will best fit the Company's needs and under such conditions there will be no restrictions as to the kind of work performed by leaders, foremen, or force

retained, but this provision is not applicable to production work continuing one week or more.

Employees already assigned to work on an order shall not exercise seniority on new or other orders except that if an employee is not given work on a new order within two calendar weeks after the completion of the previous order on which he worked, then he shall be authorized to exercise seniority in getting a like occupation on any going order requiring two calendar weeks or more to complete.

Any employee other than a temporary employee who has entered the Armed Forces of the United States by conscription or voluntary enlistment in accordance with the provisions of Selective Service and Training Act of 1940 as amended, shall not only retain his seniority earned, but his seniority shall be accumulated during his entire period of such active service, for the purpose of seniority only; i.e., his position on the seniority list in accordance with provisions of the Federal law.

Any such employee who shall make application for reemployment within ninety (90) days after having been relieved from such service shall be restored to his former position or one of like seniority, status and pay provided that he is in possession of a certificate of honorable discharge, that he satisfactorily shall pass the medical examination customarily given to all applicants for employment and provided that the circumstances of the Company have not so changed as to make it impossible or unreasonable that it agree to such reinstatement.

Nothing herein shall affect the application or definition of the term "length of service" or a similar term as contained in the Company's group insurance, contributory retirement income and pension plan.

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PLAINTIFFS' EXHIBIT 41

AGREEMENT

THIS AGREEMENT, dated August 26, 1954, between PULLMAN-STANDARD CAR MANUFACTURING COMPANY, Bessemer, Alabama Plant, (hereinafter referred to as the "Company") and the UNITED STEELWORKERS OF AMERICA (hereinafter referred to as the "Union").

* * * *

SECTION 12. SENIORITY

In all cases of increase or decrease of forces, the following factors shall be considered, and where factors "B" and "C" are relatively equal, length of continuous service shall govern:

A—Continuous Service.
B—Ability to perform the work.
C—Physical fitness.

Seniority shall cease upon (a) discharge for proper cause; (b) voluntary quitting; (c) after having been laid off the employee does not return to work within ten (10) days after notice is sent to the address according to the Company records (it is the sole duty of each employee to advise the Company in writing of any change of address); (d) absence due to layoff or a disability other than a comparable disability, in excess of two (2) years for those employees with seniority up to ten (10) years at the commencement of such layoff, and absence due to layoff or a disability, other than compensable disability, in excess of three (3) years for those employees with ten (10) or more years of seniority at the commencement of such layoff; (e) absence for a period exceeding that for which statutory compensation was payable due to an injury received in the course of em-

ployment; (f) failure to return to work at expiration of leave of absence.

Seniority lists shall be compiled according to service as defined in the Company's Rules and Regulations of May 1, 1936, and shown on the Company's records as of September 30, 1944, and such accumulated service shall be credited to the employee's departmental seniority for the purpose of placing his name on the department list. Employees employed after September 30, 1944 shall be placed on the department seniority list as of the date of employment in their respective departments. Seniority lists will be made up as of June 1 and posted in each department. Unless a written protest is made to the Employment Office within thirty (30) days after posting by men in active service of the Company or if not in active service, within thirty (30) days after return to active service, length of service and dates thereon shall not be changed and the list shall be considered approved and binding. There is to be no penalty in applying seniority before or during the thirty (30) day period the list is subject to approval of employees.

New employees are on probation for forty-five (45) days of work, during which time they may be laid off or discharged as exclusively determined by the Company, provided this shall not be used because of membership in the Union. However, the employment of a probationary employee shall not be terminated while he is absent from work due to personal illness or a non-occupational injury, provided that (1) such absence does not exceed six (6) months in the aggregate during his probationary period, and (2) he furnishes proof to the Company that such absence was due to personal illness or non-occupational injury. After the forty-five (45) days of work probationary period has expired, they shall cease to be probationary employees and shall be entered on the departmental seniority list of the department in which

they are working at the time the probation period expires and shall rank for departmental seniority from the date they entered said department. There shall be no seniority among probationary employees.

Departmental seniority will prevail for all employees other than probationary employees.

Employees promoted to supervisory positions shall retain and continue to accumulate seniority and when reduced in rank to that of a workman, they shall exercise their departmental seniority as shown on the seniority list.

An employee hereafter transferred to a position outside of the bargaining unit, other than a position of supervisor over employees in the bargaining unit, shall lose his seniority in the bargaining unit at the time of such transfer.

An employee who is transferred from one department to another department for any reason whatsoever except on orders from the management shall relinquish seniority in the department from which he is transferred and shall start as a new employee in the department to which he is transferred and his name shall be entered on the new department seniority list as of the first day worked in the new department. An employee so transferred must make written request.

No employee shall hold seniority in more than one department, except as provided in the following five paragraphs:

> When an employee because of his exceptional ability is transferred by the management, he shall retain and continue to accumulate seniority in the department from which he was transferred and his name shall also be entered upon the seniority list of his new department as of the date of his entering the new department. No employee so transferred

shall hold seniority in more than two (2) departments; i.e., his original department and the department in which he is now working. An employee transferred at the request of management shall be returned by management within a period of one (1) year from date of transfer to his original department from which transferred. When the job to which management transferred the employee is completed, the employee shall be returned to his original department and shall lose any accumulated seniority in the department to which he was transferred immediately upon his leaving such department. If, however, at the time of completion of the job on which he is working, there is no work available in his original department, he shall continue working in his new or temporary department until such time as his seniority in his original department warrants him a job. If the employee so transferred elects to remain in the new department, he shall relinquish seniority in the department from which he is transferred and shall start as a new employee in the department to which he is transferred and his name shall be entered on the new department seniority list as of the first day worked in the new department. An employee so transferred must make written request.

An employee laid off for lack of work in his department for a period that is expected to exceed five (5) working days shall be given preference in other departments before the Company hires new men, provided such employee has seniority and the ability to perform the work.

Laid off employees desiring to work in other departments must present Drop Slips to the Employment Office, at which time they shall be presented with "Request for Work" forms which they must

fill in and sign, duplicate to be retained by employee after being endorsed by the Employment Manager or his representative. Employees laid off must present their Drop Slips to the Employment Office as soon as possible. They will waive any "plant" seniority rights until they have done so.

An employee laid off because of lack of work in his department for a period that is expected to exceed five (5) working days and who has satisfactorily completed his probationary period and whose name appears on his department seniority list, will be allowed to displace probationary employees in other departments, provided the laid off employee has the qualifications and ability to perform the work equal to that of the probationary employee involved, and provided he informs the Employment Department in writing of his desire at the time of layoff.

Any laid off employee given work in another department shall hold seniority in his new department as of the date of entering that department and shall be notified to return to his original department according to his seniority. If the employee elects to remain in the department in which he is working and does remain therein, his seniority in that department shall date from the last day he entered it and his seniority in his former department shall be terminated. If after such laid off employee is assigned to a job in another department management relieves him from performing the job because of his lack of ability, such employee shall lose any accumulated seniority in that department but shall retain his seniority in his former department.

Employees on the track or related departments (Truck Shop, Steel Construction, Welding, Steel Erection, Air Brake, Wood Erection and Paint-Shipping Track) al-

ready assigned to work on an order shall not exercise seniority on new or other orders except that if an employee is not given work on a new order within five (5) work days after the completion of the previous order on which he worked, then he shall be authorized to exercise seniority in getting a like occupation on any going order requiring five (5) working days or more to complete. However, when it is known that the track on which he worked will not start before five (5) working days, the employee shall signify to his foreman his intention to exercise his seniority on the going track or order at the time of completion of work on the order on which he is working, then he shall be placed on the going track or order not later than one day after completion of the order on which he worked.

Except in the case of a temporary layoff (not to exceed three (3) work days) employees shall be laid off on a departmental basis in accordance with their departmental seniority. After the laid-off employee is sent his notice of recall, the foreman may fill the position with any employee available, regardless of seniority, until such time as the laid off employee returns and is ready to go to work.

In changing over tracks from one car order to another, where it is necessary to realign highlines and change equipment in different positions of the track, such work is to be done by maintenance employees regularly assigned to that work, such as pipefitters, millrights, electricians, welders, etc.

In the event of a reduction of more than five (5) work days in the work force in any department, the Grievance Committeeman (who must have at least two (2) years' seniority in the plant), if there is any in that department, shall be retained if the reduction in work force in that department continues to the point at which he would otherwise be laid off, provided he is capable of

performing the work remaining in his department. If a Grievance Committeeman is working in a department to which he was transferred by management, this section shall apply only to the department from which he was transferred.

The Chairman of the Grievance Committee will be given a daily written report of hires, quits, discharges, recalls, layoffs, transfers, leaves of absence, and retirements of employees in the bargaining unit on the second work day following same.

• • • •

PLAINTIFFS' EXHIBIT 42

AGREEMENT

This Agreement dated this 27th day of August, 1956 is between PULLMAN-STANDARD CAR MANUFACTURING COMPANY, a Delaware Corporation, (hereinafter referred to as the "Company") and UNITED STEELWORKERS OF AMERICA, an international labor organization, (hereinafter referred to as the "Union").

• • • •

SECTION II.

SCOPE OF AGREEMENT

This Agreement relates only to the Company's Bessemer, Butler, Pullman Car Works, Worcester, Hammond and Hammond Wheel plants.

The term "employee" as used in this Agreement applies to those employees of the Company employed in or around said plants and with respect to each of said plants the term "employee" shall be defined as follows:

Butler Plant—All maintenance and production employees of the Company employed in and about the Company's plant located at Butler, Pennsylvania, including Railroad Switching Department, Leaders, Testers and Production Checkers; however, excluding Foremen, Assistant Foremen, Watchmen, Guards, Office Employees, Supervisors, Shop Clerical Employees, Expediters, Nurses, Safety Director and Assistants, and all monthly rated employees.

Bessemer Plant—All production and maintenance employees of the Company employed in and about the Company's plant located at Bessemer, Alabama, including watchmen and plant protection employees, but excluding superintendents, foremen, assistant foremen, leaders,

time clerks, clerical employees, office employees, any salaried employees doing no manual labor in the plant, salesmen, or any of the management and also excluding employees represented by the International Association of Machinists, which includes millwrights, and all Die and Tool employees except welders, laborers, and hookons.

Pullman Car Works Passenger Car Plant—All production and maintenance employees of the Company employed in and about the Company's Pullman Car Works, Passenger Car Plant, located at Chicago, Illinois, including watchmen, production instructors and factory clerks of the Pullman Car Works, Passenger Car Plant, excluding executives, foremen, assistant foremen, leaders, bill-makers, roundsmen, rate clerks, price setters (time study men), chief clerks and salary roll employees in the factory, general office employees on the payroll of the manager, superintendent, employment, purchasing and stores, engineering, accounting, safety and dispensary, training department, stationary engineers, production and maintenance electricians, and metal polishers, buffers, regularly assigned platers and helpers, and armed guards.

Worcester Plant—All production, maintenance and stores employees of the Company employed in and about the Company's Worcester, Massachusetts plant, including gang leaders, but excluding foremen, assistant foremen, leaders, time clerks, watchmen, any salaried employee doing no manual labor in the plant, clerical workers, office employees and salesmen. It is agreed that under no circumstances whatever are powerhouse employees to suspend performance of their assigned duties.

Hammond Works—All production and maintenance employees of the Company employed in and about the Hammond Works of the Company located at Hammond, Indiana, including inspectors, factory clerks, and leaders,

but excluding general office employees, foremen, assistant foremen, nurses, safety director and assistants, time study men and watchmen.

Hammond Car Wheel Plant—All production and maintenance employees of the Company employed in and about the Hammond Car Wheel Plant of the Company located at Hammond, Indiana, excluding clerical employees, supervisory employees, leaders who are assistant foremen, A.A.R. clerks and watchmen.

* * * *

SECTION VI.

SENIORITY

A. *Seniority Status of Employees*

The parties recognize that promotion opportunity and job security in event of promotions, decreases of forces, and rehirings after layoffs should increase in proportion to length of continuous service, and that in the administration of this Section the intent will be that wherever practicable full consideration shall be given continuous service in such cases.

In recognition, however, of the responsibility of Management for the efficient operation of the works, it is understood and agreed that in all cases of:

1. Promotion (except promotions to positions excluded under the definition of "employees" in Section II—SCOPE OF AGREEMENT) the following factors as listed below shall be considered; however, only where factor "b" is relatively equal shall factor "a" length of continuous service be the determining factor:

   a. Continuous service,

   b. Ability to perform the work, which includes physical fitness.

2. Decrease in forces or rehirings after layoffs the following factors as listed below shall be considered; however, only where factor "b" is relatively equal shall factor "a" length of continuous service be the determining factor:

   a. Continuous service,

   b. Ability to perform the work, which includes physical fitness.

3. In the case of decrease of forces and subsequent increase of forces, the senior employee who has previously demonstrated his "ability to perform the work" shall not be questioned on relative ability provided he otherwise qualifies on "physical fitness."

B. *Establishment of Plant Seniority Rules.*

To the end of encouraging application of the principle that employment security should increase with continuous service, consistent with Subsection A above, in connection with promotions, layoffs and rehiring after layoffs, the appropriate representatives of the Company and the Union at each plant, shall if request is made of either party, review the existing local seniority agreement. The representative duly designated by the International Union for this purpose and the Company Industrial Relations Executive (or his representative) shall be available to advise and consult with the plant representatives of the parties. Any revised agreements on which the local plant representatives of the parties may agree shall be placed in effect as soon as possible.

The existing seniority unit or units for application of the seniority factors, including service dates within these units, covered by existing local agreements, shall remain in effect unless or until modified by local written agreement signed by Management and the local union negotiating committee. Hereafter local seniority agreements

shall be signed by the local union committee, who are to post such agreements in the plant.

C. *Calculation of Continuous Service*

Continuous service shall be calculated for the purpose of establishing seniority lists under this contract in accordance with the rule or rules set forth in individual plan agreements as were in effect on August 31, 1956.

There shall be no deduction for any time lost which does not constitute a break in continuous service.

Continuous service shall be broken by:

a. Quit.

b. Discharge.

c. Failure to return to work within five (5) days after receipt of notification by registered or certified letter or telegram to his address last furnished the Company (it being the sole duty of the individual employee to inform the Company of changes of address).

d. Absence due to layoff or a disability other than a compensable disability, in excess of two (2) years for those employees with seniority up to ten (10) years at the commencement of such absence; and, absence due to layoff or a disability, other than a compensable disability in excess of three (3) years for those employees with ten (10) or more years of seniority at the commencement of such absence.

e. Failure to return to work at the expiration of leave of absence.

D. *Probationary Employees*

New employees of the Company which includes those hired after a loss of seniority, shall be considered proba-

tionary employees for the first thirty (30) days they work. If laid off during this probationary period due to lack of work, they shall be the first to be returned to work after all qualified men are working, provided that at the time of layoff they notify the Employment Office. When such new employees are laid off they must present Drop Slips to the Employment Office, at which time they shall be presented with "Request for Work" forms which they must fill in and sign. The Company shall have exclusive right to lay off or discharge for cause any such probationary employee at any time, provided this provision shall not be used for purposes of discrimination against the Union. Probationary employees may file and process grievances under this Agreement. The employment of a probationary employee shall not be terminated while he is absent from work due to personal illness or a non-occupational injury, provided that (1) such absence does not exceed six (6) months in the aggregate during his probationary period, and (2) he furnishes proof to the Company that such absence was due to personal illness or a non-occupational injury. The employment of a probationary employee shall be terminated in the event he is laid off due to a lack of work for a period in excess of six (6) months during his probationary period. Names of such probationary employees after their 30th day worked shall be placed on the seniority list as of the last date of hire.

E. *Leaves of Absence*

Employees, upon written application setting forth good cause, may be granted a written leave of absence by the Company without pay and without loss of seniority, except as provided in Section XV—VACATIONS, Subsection A.

Leaves of absence for the purpose of accepting positions with the International or Local Unions shall be available to a reasonable number of employees. Ade-

quate notice of intent to apply for leave shall be afforded local plant Management to enable proper provision to be made to fill the job to be vacated.

Leaves of absence shall be for a period of not in excess of one year and may be renewed for a further period of one year. Continuous service shall not be broken by the leave of absence but will continue to accrue.

F. *Seniority Lists*

The Company shall make available to the Local Union concerned lists showing the relative continuous service of each employee in each seniority unit. Such lists shall be revised by the Company from time to time, as necessary, but at least every six months, to keep them reasonably up-to-date. The seniority rights of individual employees shall in no way be prejudiced by errors, inaccuracies, or omissions in such lists.

Employees promoted to supervisory positions shall retain and continue to accumulate seniority and when reduced in rank to that of a workman, they shall exercise their departmental seniority as shown on the seniority list.

An employee hereafter transferred to a position outside of the bargaining unit, other than a position of supervisor over employees in the bargaining unit, shall lose his seniority in the bargaining unit at the time of such transfer.

The Chairman of the Grievance Committee will be given a daily written report of hires, quits, discharges, recalls, layoffs, transfers, leaves of absence, and retirements of employees in the bargaining unit on the second work day following same.

* * * *

PLAINTIFFS' EXHIBIT 50

PRODUCTION AND MAINTENANCE DEPARTMENTS OF PULLMAN'S BUTLER, PENNSYLVANIA PLANT

1965

Department	Whites	Blacks
Shear	132	0
Press	101	0
Punch	146	0
Forge	56	0
Construction	171	0
Steel Erection	330	5
Welding	661	0
Paint & Equipment	352	9
Shipping	12	0
Steel Stores	73	1
Bolt & Rivet	5	0
Tool Room	4	0
Die & Tool	89	0
Maintenance (actually Millwright)	36	0
Electrical & Cranes	123	0
Machine Repair	19	0
Truck, Wheel & Axle	56	0
Garage	9	0
Non-Skilled Pool (Hookons and Laborers	84	0
Carpenter Shop	14	0
Railroad	22	0
Powerhouse	10	0
Wood Erection		
Wood Planning		
Inspection	18	0
Pattern & Template	3	0
Storeroom	1	0
Bricklayers	4	0

PLAINTIFFS' EXHIBIT 51

Memorandum of the position taken by Mr. Howard of AF of L regarding various sections of proposed contract —12/9/41.

Section 1. Agreement

AF of L contends agreement is to be between Company and the Association and not employees as represented by Association. They will accept the truck shop employees as referred to in Board Certification but say they do not want them.

* * * *

PLAINTIFFS' EXHIBIT 65

Bessemer—March 2, 1943

United Steelworkers of America
Meeting with Contract Committee:

A meeting was held with the contract committee at 4:00 P.M. at the General office, with the following present:

For the Union:

B. F. Gage—Union representative
R. F. Aldridge (w)
J. H. Smith (w)
J. I. Odom (w)
McKinley McCreary (c)
Perry L. Thompson (c)

For the Company:

W. C. Sleeman
O. A. Wiltsie

* * * *

One of the colored committeemen, McKinley McCreary, asked Mr. Sleeman if there were not a provision for a man drawing out of the Union on 15 days notice. * * *

* * * *

PLAINTIFFS' EXHIBIT 66—FIRST DOCUMENT

PULLMAN-STANDARD CAR MANUFACTURING COMPANY

INTER-DEPARTMENT CORRESPONDENCE

SUBJECT: LABOR TROUBLE
PLEASE REFER TO FILE C.I.O.

Bessemer, Alabama,
January 10, 1944

MEMORANDUM:

Capt. Walter C. Smith, Chief Industrial Labor Relations Officer, 4th Transportation Zone, Atlanta, came to plant at approximately 3:30 today in response to Mr. Sleeman's telephone conversation with Captain Smith (not Walter C.) of this morning.

* * * *

At approximately 7:00 P.M. Capt. Smith returned to Mr. Sleeman's office and advised the men voted not to return to work and they would have another meeting Tuesday, January 11th, at which time they would vote to strike. Capt. Smith stated a number of the negroes wanted to return to work and several of them threatened to frighten Preacher McCreary, stating he was the one who was causing the men to strike. Capt. Smith also told Sleeman in his opinion McCreary was the one man who was the cause of the trouble. The conversation between Capt. Smith and Sleeman at approximately 7:30 P.M. was held in the presence of Capt. Smith, Sleeman and Mr. Ellithorpe. Capt. Smith also stated it was difficult for him to talk to these negroes, as they appeared to be of a class that would not understand the ordinary conversation.

W. C. SLEEMAN

PLAINTIFFS' EXHIBIT 66—SECOND DOCUMENT

PULLMAN-STANDARD CAR MANUFACTURING COMPANY

INTER-DEPARTMENT CORRESPONDENCE

SUBJECT: LABOR TROUBLE

PLEASE REFER TO FILE C.I.O.

Bessemer, Alabama,
January 10, 1944

MEMORANDUM:

For several days there has been sand house talk among the negroes that when we went to the Goverenment cars they intended to strike on account of the action taken by the Regional Labor Board in denying a wage increase and it also, in several cases, has come to our attention the company would not accept the Regional Board's decision.

On Monday morning at around 7:30 A.M., as Mr. Sleeman was driving into the plant he saw approximately 12 colored going out of the gate. He stopped them and asked what was the matter. They stated they were going out. Sleeman asked them why and if they were quitting. They said they were not quitting, but were afraid to work. Sleeman asked them why and after considerable questioning, they stated they were afraid of someone throwing bombs on their porch at night and there was a reluctance on their part to discuss the matter, other than to say they were afraid. Two of these men recognized were Franklyn from the track and Richard Gerrett from the track, both colored. On checking the roll, it was found 61 colored had come into the plant and quit work and walked out. There was a number of colored who had quit, however and were sitting around the bath house doing nothing

when Mr. Green went around each bath house and told them they would either have to go to work or be given out cards. Those who went out were given out cards, some marked "Refused to work" and some marked "Don't want to work." A complete memorandum as to the number present and number working, etc., is shown on the attached exhibit.

Work in the shop was not stopped with the exception of actually building the cars on the track. In this department, the white men and those who remained of the colored were used in further lining the track up for production. The balance of the other departments continued to work. There were, however, some few colored in the other departments who did not work, but these were few in number.

* * * *

W. C. SLEEMAN

PLAINTIFFS' EXHIBIT 67

LABOR UNION—CIO

MEMORANDUM TO FILE

Bessemer—January 14, 1944

Meeting was held on Thursday, January 13, 1944.

Those present were:

Mr. V. C. Finch, United States Conciliation
Mr. Mead, Alabama Department of Labor

Major Street, 4th Transportation Zone, Atlanta
Captain Smith, 4th Transportation Zone, Atlanta
Major Smith, 4th Service Command, Birmingham

Mr. B. F. Gage, U.S.W. of A.
Mr. R. M. Poarch, U.S.W. of A.
W.O. Bradshaw, Shop committeeman
McKinley McCreary (c), Shop committeeman
Perry Thompson (c), Shop committeeman
Gus Dickerson (c), Shop committeeman

Mr. W. C. Sleeman, representing the Company
Mr. F. W. Green, representing the Company
Mr. A. F. Smith, representing the Company
Mr. J. E. Bolen, representing the Company
Mr. James Davidson, representing the Company
Mrs. Grimes, representing the Company

The meeting was opened by Mr. Sleeman who explained to those present that meeting had been requested by Mr. Finch for the purpose of handling some grievances which the CIO representatives had brought up at the hall and which they claimed were the cause of the two-day strike. The conciliators were told that at the present time there were no unsettled grievances on the

manager's desk, neither did Mr. Green, the plant superintendent, have any unsettled grievances on his desk. And also that, in so far as we knew, no grievance had been brought up that was not settled at the present time. Mr. Gage was requested to present the grievance and he advised that possibly the colored boys could explain their grievances better inasmuch as they were the ones affected.

McKinley McCreary (c) entered into a long statement in connection with the transferring of men from the Bomb Shop back to other departments, having particular point on Frank Zeigler who had worked also in the Bomb Shop and upon his having been laid off at the completion of work in the Bomb Shop was placed in the Yard Department labor gang.

* * * *

PLAINTIFFS' EXHIBIT 69

Bessemer, Alabama
October 24, 1944

MEMORANDUM OF MEETING REGARDING LABOR UNION C.I.O. CONTRACT AMENDMENT

Meeting held in Mr. Sleeman's Bessemer Office.

Present:

Messrs. W. C. Sleeman
J. E. Bolen
E. E. Perkins
H. G. Wesley
H. S. Thompson
A. F. Smith

• • • •

SENIORITY

• • • •

2. Seniority, as it is now understood by the contract, means the position of a man in the departmental seniority list for the purpose of hiring and laying off.
• • •

• • • •

W. C. SLEEMAN

WCS/jc
cc: Messrs. D. L. Golden
W. C. Sleeman (Birmingham Office)
J. E. Bolen
E. E. Perkins
H. G. Wesley
H. S. Thompson
A. F. Smith

PLAINTIFFS' EXHIBIT 70

LABOR UNIONS—C.I.O.

Bessemer, Ala.,
May 26, 1945

CONFIDENTIAL

MR. N. B. JOHNSON: (2 copies)

* * * *

(2) In negotiations the Union asked for the following:

More liberal vacation plan
60½¢ minimum rate
Job evaluation study
Elimination of Negro differentials
Piece work pay when working on sample oar
Job inequality adjustment
Closed shop for those represented
Retroactive shift differential
Top seniority for union officials
Altered grievance procedure
Retroactive pay on adjustment of job inequalities
Incentive bonus.

(3) It must be borne in mind that we are certain the Union would never sign any joint request to the War Labor Board to ask for the elimination of union maintenance or a new escape clause and if it had come to a point where the matter had to be again referred to the War Labor Board for directive, we would have found ourselves facing a new disposition of the above items, some of which at this particular time would have been difficult to dispose of, especially since there is now a very active movement on the part of the colored to push themselves to a point of doing the same job as the white man. This has been confirmed to me by the fact that representatives of the C.I.O. have stated to me that they are having trouble all over the district with their colored membership to the extent that in some of the plants

numbers of the colored have walked off the job, stating that they have been advised if they don't get what they are after now, they never will get it and again am advised that the F.E.P.C. have representatives in the district who are doing considerable work.

(4) We also know that in numerous meetings we have had recently the colored representation always inject negro differentials and that they should be permitted to have negro leaders over the negro man.

(5) Had we forced the issue of union maintenance, a fighting attitude upon the part of the union on several of the bad items above mentioned would have put this plant into such an upset condition and turmoil, little production or cooperation from anyone could be expected and the forestalling of these issues for another year by going along with the old contract as it was with the changes innumerated in our memorandum agreement gives us a lever to combat for another year the very things which might at the end of that time have an entirely different angle.

(6) Notwithstanding all of the above, we did what we thought was in our best judgment, together with the approval of Forney Johnston from a legal standpoint, the best procedure to follow for Bessemer Plant. However, had we been apprised of the fact that regardless of the above existing conditions, the Management desired to bring union maintenance out on the table again, we would have followed that procedure, even if it meant shutting down the plant, which probably would have been the result.

W. C. SLEEMAN

PLAINTIFFS' EXHIBIT 71

PULLMAN-STANDARD CAR
MANUFACTURING COMPANY
INTER-DEPARTMENT CORRESPONDENCE

Bessemer, Alabama,
July 14, 1945

SUBJECT: *LABOR UNION—C.I.O.*

PLEASE REFER TO FILE: *Grievance Committee Meeting*

MEMORANDUM of meeting held in Mr. Sleeman's office at 4:30 P.M., July 11, 1945:

Present for Management:

W. C. Sleeman
J. E. Bolen
A. F. Smith

United States Army:

Major H. N. Smith
Lt. Phil B. Armour

Representing C. I. O.:

R. M. Poarch, Representative
B. F. Gage, Representative

• • • •

Clarence Martin)
J. M. Herring)
Hewitt Fields) Committeemen
Allen Richardson)
E. B. Jackson)

(4) E. B. Jackson then stated that the differential between the rates for white employees and colored employees was too great on account of the skill of the colored employees.

• • • •

A. F. SMITH

PLAINTIFFS' EXHIBIT 74

Birmingham, Ala.
May 29, 1947

C.I.O.

MEMORANDUM:

* * * *

(7) The picket line situation was quiet. Around noon the number of pickets was about 25, and about 75% of these colored. No violence has taken place since the trouble on the first day of the strike.

WCS/jd

cc: Mr. Bolen

PLAINTIFFS' EXHIBIT 75

Birmingham, Alabama
June 4, 1947

C.I.O.

MEMORANDUM:

(1) At the request of Conciliator Pierce, Messrs. Farr, Pierce, Sleeman, Bolen, and Poarch, and in part of the meeting Mr. Reemer was present, sat in Mr. Sleeman's office, as Mr. Pierce stated—to attempt to settle the strike or at least talk things over. The meeting was called at 10:30 A.M. and it lasted until 12:45 P.M.

(2) The Company stated its stand by saying that on previous meetings before the 15½¢ was offered to the committee and Mr. Gage, it was with the understanding that they would accept and sign the contract but after the offer was made then several of the colored objected to it, stating that they wanted certain inequities corrected. In all meetings as well as the one held this morning it boiled down that these inequities did not mean one or two occupations but the majority of the colored occupations except for the day laborers. * * *

* * * *

WCS/jd

cc: Mr. Bolen

PLAINTIFFS' EXHIBIT 76

Bessemer, Alabama
April 27th, 1948

INSURANCE

* * * *

4. On Tuesday afternoon Messrs. Pierson, Bolen and myself met with the C.I.O. committee and introduced Mr. Pierson as a Prudential Insurance man who makes periodical visits to the plant to survey our insurance conditions, etc., etc. and took that method. We asked the committee members to express their opinions about our present insurance plan. The very first objection, and strongly so, was that our hospital and surgical plan was

inadequate to meet their requirements and the whites expressed they would be willing to pay more money for an improvement in the plan. The colored, however, were a little reluctant about a change in the premium but they finally stated they felt if a better plan could be offered for the surgical and hospitalization they probably would at least get 95% of those now participating to go to the extent of a $1.00 each. There was somewhat of a feeling among the colored that they would take this improvement even to the extent of having the Life Insurance and Accidental Death somewhat reduced. They also expressed the opinion that the tie in of burial insurance might be beneficial and help sell the idea of increase and change to meet their suggested bettered hospital plan.

* * * *

W. C. SLEEMAN

PLAINTIFFS' EXHIBIT 81

PULLMAN-STANDARD CAR MANUFACTURING COMPANY

INTER-DEPARTMENT CORRESPONDENCE

Bessemer, Alabama
August 10, 1950

SUBJECT: *CI.O.—Contract Negotiations*

Please Refer To File

MEMORANDUM OF MEETING HELD AUGUST 10, 1950 IN OFFICE OF FEDERAL MEDIATION AND CONCILIATION SERVICE IN BIRMINGHAM AT 10:00 A.M.

Present for Company:	*Present for Union:*	
W. C. Sleeman	R. E. Farr, District Director	
D. L. Golden	Van D. Jones, Field Representative	
J. E. Bolen	Shewmake	
F. W. Green	J. M. Herring	)
A. F. Smith	W. P. Vance	)
	John Hubbard	) Negotiating
	Joe Brooks (c)	) Committee
	Gus Dickerson (c)	)
	Perry Thompson (c)	)

V. C. Finch, Federal Conciliator, presided over the meeting.

* * * *

Mr. Sleeman than discussed the question of holding seniority in two departments, after Vance had stated that he knew he had less seniority than Quick on the Shipping Track but that he also had seniority in the Paint Department and that he could be retained on that account.

* * * *

A. F. SMITH

PLAINTIFFS' EXHIBIT 82

PULLMAN-STANDARD CAR
MANUFACTURING COMPANY

Bessemer, Alabama
March 28, 1951

C. I. O.

MR. N. B. JOHNSON:

• • • •

On the wage inequity program, believe Mr. Jones was somewhat surprised when we explained to him actually how our wage structure works and how some of the rates had been bounced around by the War Labor Board's decisions, which were not only unsatisfactory to the Company but not satisfactory to the men and as a result further changes were made. Mr. Jones was not aware of this and he wanted more time to study their files. We are inclined to think that the committee as a whole, with the exception of the colored, are not so interested in the wage inequity program as much as they are in a good substantial increase in money. They were told within the next several weeks we have a long run of cars and the money was there, all they needed to do is go in and get the cars and they could get the money.

• • • •

W. C. SLEEMAN

PLAINTIFFS' EXHIBIT 84

Bessemer, Alabama
July 11, 1951

C.I.O.

MEMORANDUM:

* * * *

Saturday—July 7, 1951—

* * * *

Around noon Saturday one white picket and one colored were at the railroad gate, and a train crew when attempting to place cars in the yard they would not run over the no strike sign which was placed between the middle of the rails immediately outside of the plant gates, and the white picket stood on the track. * * *

* * * *

Wednesday—July 11, 1951—

Railroad attempted to put cars in this A.M. and Gus Dickerson, who had been talking to a number of the pickets, which was approximately 5—one white and 4 colored, and who had also been served papers on the strike, apparently left word with those picketing to stay on the job, and he left immediately prior to the attempt to push cars in. * * *

* * * *

W. C. SLEEMAN

PLAINTIFFS' EXHIBIT 85

PULLMAN-STANDARD CAR
MANUFACTURING COMPANY

INTER-DEPARTMENT CORRESPONDENCE

Bessemer, Alabama

July 11, 1951

SUBJECT: *C.I.O.*

Please Refer To File

MEMORANDUM

This morning at 11:25, Messrs. Guyton, Cassaday, Horton, Ellithorpe and Bolen went to the south railroad gates, unlocked and opened same, at which time there were two white pickets and three colored pickets immediately outside of the gates. Upon our arrival, one of the white boys walked toward an automobile located in the vicinity of the Birmingham Southern office and when he had gotten about half way between the railroad gate and the automobile he called out, "Are we going to eat?". This automobile was a Chevrolet, two-tone (green and black) convertible which left immediately thereafter and within a very short time, several carloads of pickets, both colored and white, arrived on the scene.

At this time, there was located in the center of each incoming track, CIO posters made up of a cardboard approximately 2' square, tacked up to a stick which was driven down between the rails.

* * * *

When the pickets returned to their stand just outside the railroad gates, they proceeded to remove and throw on the ground, the notes which the deputy and attorneys

had posted and re-established the picket signs in the center of the railroad trains. At this time there were approximately fifteen white and twenty-five or thirty colored pickets at the railroad gates.

J. E. BOLEN

PLAINTIFFS' EXHIBIT 86

Bessemer, Alabama
July 13, 1951

C.I.O.

MEMORANDUM:

Thursday—July 12, 1951—

* * * *

Was at the plant Thursday afternoon. Found that there was probably 15 to 20 men under the tent at the picket line. There was no car stopping but now strike signs had been placed in the middle of the road, and new signs at the railroad gates. 4 or 5 colored pickets were at the railroad gates.

* * * *

Friday—July 13, 1951—

Was at the plant. The usual 15 or 20 pickets were in the tent but none on the road. There were 3 colored at the railroad gate. Strike signs were still in the middle of the road and at the railroad gates * * *

* * * *

PLAINTIFFS' EXHIBIT 93

C.I.O.—Contract Negotiations Bessemer, Alabama

September 12, 1952

MEMORANDUM OF MEETING HELD IN MANAGER OF WORKS' OFFICE AT 2:00 P.M. FRIDAY, SEPTEMBER 12, 1952:

Present for Company:	*Present for Union:*
W. C. Sleeman	Van D. Jones
J. E. Bolen	J. M. Herring
A. F. Smith	C. G. Quick
	Perry Thompson
	Gus Dickerson

• • • •

3. It was further agreed that the Company was to prepare a new seniority list, one headed "Steel Stores", which would take in the group of men working under Joe Decatur and the other headed "Steel Miscellaneous", taking in the men under the direct supervision of Mr. Studdard. These two lists will replace the present "Steel Stores" seniority list.

• • • •

PLAINTIFFS' EXHIBIT 94

C.I.O.

Bessemer, Alabama
September 13, 1952

MEMORANDUM:

In connection with the signing of the Agreement on Friday, September 12th, so as not to overlook any procedures which we are required to follow in addition to the general routine of taking care of necessary things, the following should also be taken care of:

(1) Within the next day or two, since it was agreed with the local committee yesterday, in the presence of Mr. Van Jones, we are to prepare a new seniority list; one headed "Steel Stores", which would take into that group those men who have been working with Joe Decatur, cranemen, hookons, laborers. On the outside crane, building #3 aisle, the crane runway on the west side of the building and the unloading on the crane runway, on the east side of building #3. A separate list is to be prepared for the Steel Miscellaneous, which would take in all the crane operators, hookons, etc. in the steel shop, including the Punch & Shear, Press, Steel Construction, Steel Erection and Welding building. The balance of the departments, such as the Wood Shop, Wood Erection, Forge Shop, etc. will remain as is.

* * * *

PLAINTIFFS' EXHIBIT 95

PULLMAN-STANDARD CAR MANUFACTURING COMPANY

INTER-DEPARTMENT CORRESPONDENCE

SUBJECT: UNITED STEELWORKERS OF AMERICA

Please Refer To File CONTRACT NEGOTIATIONS

Bessemer, Alabama

August 25 & 26, 1954

MEMORANDUM OF MEETING HELD IN MANAGER OF WORKS' OFFICE AT 1:30 P.M. WEDNESDAY, AUGUST 25, 1954, AND AT 10:00 A.M. THURSDAY, AUGUST 26, 1954:

Present for Company:	*Present for Union:*
J. E. Bolen	Van D. Jones
D. L. Golden	J. M. Herring
A. F. Smith	Pete Vines
J. R. Hudson	W. E. Lee, Jr.
	Perry Thompson
	Gus Dickerson

• • • •

It was agreed that the related departments, in accordance with Section 12—Seniority, would be the Truck Shop, Steel Construction, Welding, Steel Erection, Air Brake, Wood Erection, Paint and Shipping Track.

The matter of men holding seniority in two departments was discussed and it was agreed that such men would make their election as to what department they wanted to remain in within the period of 30 days after departmental seniority list posted.

• • • •

A. F. SMITH

PLAINTIFFS' EXHIBIT 96

SUPPLEMENTAL AGREEMENT
DATED AUGUST 26, 1954

In accordance with the wording in Section 12—Seniority—of the 1954 contract which reads in part: "Employees on the track or related departments (such departments to be determined by agreement between the Manager of Works and Local Union) already assigned ...."

The related departments shall be:

Truck Shop
Steel Construction
Welding
Steel Erection
Air Brake
Wood Erection
Paint
Shipping Track

UNITED STEELWORKERS OF AMERICA
LOCAL NO. 1466

/s/ Van D. Jones

/s/ J. M. Herring

/s/ Gus Dickerson

/s/ Perry Thompson

/s/ William P. Vance

/s/ W. H. Lee, Jr.

PULLMAN-STANDARD CAR MANUFACTURING

By: /s/ J. E. Bolen
Manager of Works

PLAINTIFFS' EXHIBIT 98

PULLMAN-STANDARD CAR MANUFACTURING COMPANY

INTER-DEPARTMENT CORRESPONDENCE

Bessemer, Alabama
September 18, 1956

SUBJECT: *United Steelworkers of America*

PLEASE REFER TO FILE *Contract Negotiations*

Memorandum of meeting held in Manager of Works' office at 2:00 P.M. Tuesday, September 18, 1956.

Present for Company:	Present for Union:
J. D. Doles	Van D. Jones
A. F. Smith	I. M. Herring
J. R. Hudson	Pete Vence
	Earl Walls
	Perry Thompson
	Gus Dickerson

The local union committee and their international representative met with the company for the purposes of carrying out the requirements of Section VI-B—Seniority, Section XI-O—Distribution of Overtime and Section XIV-A.—Holidays, of the new agreement between the parties.

The union was presented a supplemental agreement concerning local plant seniority. Such provisions contained therein had previous been discussed by Mr. Boles, the union representative and the local plant unions committee during negotiations in Chicago. The supplemental agreement was signed by the Manager of Works, all members of the local plant union committee and their international representative.

• • • •

PLAINTIFFS' EXHIBIT 101

United Steelworkers of America — Bessemer, Alabama

Production & Maintenance Employees

Local Union No. 1466 — August 26, 1959

CONTRACT NEGOTIATIONS

Memorandum of meeting held in Assistant Manager of Works' Office at 1:30 P.M. Wednesday, August 26, 1959.

Present for Company:	*Present for Union:*
R. J. Gorski	J. M. Herring
J. E. Bolen	Pete Vance
W. C. Horton	Earl Walls
A. F. Smith	Perry Thompson
J. R. Hudson	Gus Dickerson
Rupert Chisholm	

• • • •

10. MOBILE CRANE AND RAILROAD DEPARTMENTS—Union called for a combining of the above two departments. Union claimed that the infrequent use of the mobile crane operations was providing the older men in that department very little employment, and the combining of the two departments would give them more job security.

• • • •

PLAINTIFFS' EXHIBIT 102

PULLMAN-STANDARD CO.

SUBJECT United Steelworkers of America
Production & Maintenance Employees
Local Union No. 1466

Please Refer To File

CONTRACT NEGOTIATIONS
LOCAL ISSUES

Bessemer, Alabama
January 19, 1960

MEMORANDUM OF MEETING HELD IN SMITH'S OFFICE AT 3:30 P.M. TUESDAY, JANUARY 19, 1960

Present for Company:	*Present for Union:*
J. E. Bolen	J. M. Herring
W. C. Horton	Pete Vance
A. F. Smith	Earl Walls
J. R. Hudson	Perry Thompson
	Gus Dickerson

The Union submitted the following local issues in anticipation of reaching some satisfactory conclusion before major contract negotiations resumed in Chicago.

• • • •

2. Combining Mobile Crane Department with Maintenance Department—Mr. Bolen maintained that to combine the two departments would be doing an injustice to some of the older men in the maintenance department. After considerable discussion, the Union agreed with Bolen's position.

• • • •

JRH/es

PLAINTIFFS' EXHIBIT 103

P&M
Monday
August 13, 1962
10:30 A.M.

COMPANY:	*UNION:*
J. E. BOLEN	A. C. BURTTRAM
W. C. HORTON	RALPH ETHRIDGE
A. F. SMITH	EARL WALLS
J. R. HUDSON	JOHN PORTER
	GUS DICKERSON
	PERRY THOMPSON

LOCAL WORKING CONDITIONS—CONTRACT NEGOTIATIONS:

* * * *

Additional proposals submitted by Union on attached list.

* * * *

Gus Dickerson—should apply plant wide, including the erection tracks.

Talking about beginning of an order only.

Something should be included in agreement (Seniority); thinks Co. should have listed in seniority agreement the departments for seniority purposes.

Union interested and men asking for electricians, pipefitters, carpenters and whatever other craft jobs be separated and sub-dept. seniority within the mechanical department, in a sense, occupational seniority.

Dickerson—objects completely to No. 5, stating that in the past the Union has legislated some employees out of jobs by separating them into separate units.

* * * *

PLAINTIFFS' EX. 104

CONTRACT NEGOTIATIONS
P&M UNIT

LOCAL NO. 1466

Wednesday
Sept. 12, 1962
1:30 P.M.

Company:	Union:
Bolen	Burttram
Horton	Walls
Smith	Ethridge
Hudson	Porter
	Dickerson

1. LABOR POOL—Bolen: What is Union's position?

Buttram—Lets go back to local working conditions as agreed upon in last meeting.

A. #1 Beginning of Order (Seniority)

Bolen—Will continue to do what we have done in the past; boys know we do, when possible, give senior men preference.

Ethridge—Don't want iron clad rule; but want something where senior man will be given preference provided he can do the work.

Bolen—Won't work in shop.

Ethridge—Not what my understanding was in Chicago.

Bolen—[Made] no commitment; try to [indecipherable]

(Burttram agreed.)

It just won't work in this plant.

Burttram—Think it is bad when the same rule is not applied throughout the plant; understand in some depts. you do give preference to senior man.

Bolen—Would be changing jobs daily.

Ethridge—Would be a stipulation of over 100 cars before rule would apply.

Going to have turmoil if you don't give preference to senior man.

Not giving all senior men preference down the line.

Ethridge stated Electricians couldn't do job when he went on vacation. Bolen used this against Ethridge.

Two Stipulations

1. Once man pick job, have no preference to other jobs, stay on the job until completed.
2. Rule does not apply unless 100 cars or over.

Gus—Want rule to apply all over shop; if Welder picks his, want rivet driver to pick his.

Bolen—Talking about all depts.

[Indecipherable] . . . not any more, if work for . . . will have to work for Harry

Dickerson want all to have it or none.

Ethridge—Was sure misinformed; will get in black & white next time.

Burttram—Would be the last one to want to take away Mgt's decision on directing the work force; the Union might disagree sometime, when we take it up through the griev. procedure.

Gus & Perry—Think Weld Helpers should be given preference if Welders are allowed to pick their jobs.

Earl—Would you stress to your foremen to allow senior man preference.

Bolen—Where practicable; when possible; but the final decision is left up to Mgt.

Burttram—Still want you to do some work on this, we're not giving up.

* * * *

Ethridge—Fork lift operators—have half in one dept. and half in another dept. Think should all be on one list. Should have a home base. They're all under Mr. Sullivan on yard. Talking about Steel Stores and Misc. Stores Dept. when lift truck operators under same supervision. Not talking about men in lumber yard.

* * * *

Ethridge—Want the guards put back in Safety Dept.

Perry—Never been in Safety Dept. Will quit job before go in Safety Dept. Not going in it.

* * * *

PLAINTIFFS' EXHIBIT 105

CO	*UNION*	
BOLEN	WALLS	P&M
HORTON	ETHRIDGE	CONTRACT
SMITH	PORTER	NEGOTIATIONS
HUDSON	DICKERSON	(LOCAL)
	THOMPSON	1:30 P.M.

• • • •

Ethridge—How about Fork Lift Operators on one seniority list.

Bolen—Up to you boys how you want to work it.

Gus—Think should talk to the men involved; get them together & see what the majority want.

Bolen—Go ahead & make up your mind; get with Mr. Smith and write it up. We'll look it over when I get back and decide whether or not it would be acceptable from Mgt's standpoint.

• • • •

PLAINTIFFS' EXHIBIT 106

PULLMAN-STANDARD
INTER-DEPARTMENTAL CORRESPONDENCE

SUBJECT UNITED STEELWORKERS OF AMERICA
PRODUCTION AND MAINTENANCE
EMPLOYEES
LOCAL UNION NO. 1466

PLEASE REFER TO FILE

BESSEMER, ALABAMA

Memorandum of meeting held in Hudson's office at 9:00 A.M. Thursday, May 27, 1965

SUBJECT: Contract Negotiation of The Local Working Conditions Agreement Between Pullman-Standard, Bessemer Plant, and United Steelworkers of America, Local No. 1466.

PRESENT FOR COMPANY	*PRESENT FOR UNION*
J. R. Hudson	J. M. Herring
O. L. Johnson, Jr.	Earl Walls
Luke Charles	John Porter
F. A. Hasty	Guss Dickerson
J. F. Hull	Ross Hammonds

• • • •

PORTER: "I suggest you form a "labor pool" of all jobs from Job Class 1 through Job Class 6. Anybody can do the jobs in the Job Class 1 through 6. Anything over Job Class 6 would be filled only by a qualified employee."

DICKERSON: "What you have now is satisfactory to me."

• • • •

JOHNSON: . . . All Tool Room Employees should be on a separate seniority list.

HERRING: "We don't want that. The department would be too small. We did that with the Mobile Cranes and it doesn't work out."

• • • •

PLAINTIFFS' EXHIBIT 108

1965

DEPARTMENTS OF PULLMAN-STANDARD
HAMMOND, INDIANA PLANT

	Whites	Blacks
1. Die & Tool	76	2
2. Inspection	22	0
3. Janitors	2	1
4. Maintenance	37	2
5. Stores	10	0
6. Pattern & Template	1	0
7. Production Welding	51	3
8. Transportation	28	10
9. Automatic Welding	11	1
10. Tool Room	10	1
11. Poor Line	6	0
12. Fabricating	43	4
13. Crane Operator	15	3
14. Misc. Clerks & Timekeepers	3	0
15. Car Repair	75	18
16. Car Repair Welding	29	8
17. Wheel & Axle	3	3

PLAINTIFFS' EXHIBIT 109

PRODUCTION AND MAINTENANCE DEPARTMENT OF THE BESSEMER PLANT AS OF 1941

1. Superintendence Department

	White	Black
Janitor	0	2
Dispensary Aide	0	1
Laborer	0	1
Blue Print Operator	2	0
Tracer Clerk	1	0
Blue Print Boy	1	0
P.B.X. Oper & Stenographer	1	0
Co-Op Student	1	0
Inspector	1	0
Sample Car Man	1	0
Stenographer	1	0
	9	4
	Total	13

2. Plant Protection Department

	White	Black
Policeman	5	0
Extra Policeman	6	0
Clerk	1	0
Punch Operator Policeman	1	0
	13	0
	Total	13

3. Wood Mill Department

	White	Black
Hooker	0	1
Leader	2	0
Machine Operator	2	0
Helper	9	0
Gainer Operator	1	0
Helper & Craneman	1	0
Tool Room Man	1	0
	16	1
	Total	17

4. Lumber Yard Department

	White	Black
Inspector	1	0
Helper	24	0
Lumber Grader	1	0
Clerk	2	0
Machine Operator	1	0
	29	0
Total	29	

5. Wood Erection Department

	White	Black
Helper	21	24
Leader	1	0
Transfer Operator	1	0
Tool Room Man	2	0
Car Builder	9	0
Material Man	1	0
Helper & Car Builder	6	0
Nailer	12	0
Car Builder & Leader	1	0
Helper & Nailer	2	0
Extra Policeman Helper	1	0
Crane Operator & Helper	1	0
Craneman	1	0
Gang Leader	1	0
Fitter	0	1
Helper & Craneman	1	0
	61	25
Total	86	

6. Paint Department

	White	Black
Painter	0	2
Stock House Man	0	1
Sprayer	0	22
Helper	10	9
Heater	0	1
Stenciller & Cutter	1	0
Stenciller	2	0
Leader	2	0
Car Cleaner	11	0
Stencil Cutter	1	0
Tool Room Man	1	0
Cleaner	1	0
	29	35
Total	64	

7. Shipping Track Department

	White	Black
Helper	2	4
Bucker	0	1
Leader	1	0
Watchman & Air Tester	1	0
Air Brake Tester	1	0
Riveter	2	0
Car Builder	1	0
	8	5
	Total	13

8. Punch and Shear Department

	White	Black
Machine Operator	2	1
Shear Operator	0	4
Punch Operator	1	6
Helper	19	46
Laborer	0	2
Shearman	0	2
Fitter	0	2
Hooker & Helper	0	1
Leader	1	0
Spacer Operator	4	0
Burner	1	0
Pianola Operator	1	0
Checker	1	0
1st Helper Spacer	1	0
Crane Director	1	0
Night Leader	1	0
Heater	0	1
	33	65
	Total	98

9. Press Department

	White	Black
Helper	0	33
Press Oper & Night Leader	1	0
Press Operator	5	0
Operator	2	0
Learner	1	0
Machine Operator	1	0
Press Oper. Leader	1	0
	11	33
	Total	44

10. Steel Construction

	White	Black
Fitter	0	63
Bucker	0	7
Heater	0	10
Reamer	0	1
Heater & Bucker	0	1
Hooker	0	1
Helper	10	4
Leader	1	0
Gang Leader	1	0
Riveter	10	0
Tool Room Man	2	0
Learner	1	0
Riveter & Helper	8	0
Craneman & Helper	1	0
Tacker	3	0
Leader & Riveter	1	0
	38	87
	Total	125

11. Steel Erection

	White	Black
Heater	0	33
Fitter	0	172
Bucker	0	34
Sticker	0	3
Helper	1	6
Bucker Learner	0	1
Laborer	0	2
Hooker	0	6
Leader	7	0
Riveter	39	0
Pipefitter Helper	8	0
Tool Room Man	2	0
Pipefitter	8	0
Riveter Leader	2	0
Gang Leader	3	0
Helper Riveter	5	0
Learner	11	0
Riveter Inspector	1	0
Pipefitter Helper Riveter	1	0
Welder	1	0
Learner Riveter	1	0
Riveter Riveter C.W.	1	0
Tacker	1	0
	92	257
	Total	349

12. Welding Department

	White	Black
Welder	25	0
Welder Leader	1	0
Tacker	16	0
Burner	3	0
Tack Welder	4	0
Leader	1	0
	50	0
	Total 50	

13. Wheel and Axle Department

	White	Black
Wheel Roller Laborer	0	3
Wheel Roller	0	3
Axle Finisher Helper	1	0
Hooker	0	1
Helper Wheel Roller	0	3
Helper	1	1
Leader	2	0
Wheel Fitter	1	0
Rougher	2	0
Rougher Helper	1	0
Finisher Helper	1	0
Burnisher	1	0
Tool Grinder	1	0
Axle Finisher	2	0
Wheel Press Oper. Learner	1	0
Wheel Checker Wheel Mounter	1	0
Helper Wheel Borer	1	0
Craneman	1	0
Wheel Checker	1	0
Wheel Borer	1	0
Wheel Mtr Wheel Fitter	1	0
	20	11
	Total 31	

14. Truck Department

	White	Black
Truck Builder	0	11
Helper	0	3
	0	14
	Total 14	

15. Forge Department

	White	Black
Heater	0	4
Heater Blacksmith Helper	0	2
Hooker	0	1
Shearman	0	1
Helper	10	15
Black Smith Helper	0	2
Truck Builder	0	1
Bolt Threader Oper Helper	1	0
Blacksmith Machine Oper.	1	0
Machine Operator	3	0
Leader	2	0
Learner	2	0
Tool Temperer	1	0
Checker	1	0
Taper Roll Oper. Helper	1	0
Bull Dozier Oper.	1	0
Craneman	1	0
Helper Trimer Oper.	2	0
Machine Oper. Leader	2	0
Drill Press Oper. Bull Dozier	1	0
Blacksmith	1	0
Axle Finisher Helper	1	0
Blacksmith Machine Oper.	1	0
	32	26
	Total	58

16. Die & Tool Department

	White	Black
Hooker	1	1
Laborer	0	2
Die Man	1	0
Machinist	21	0
Apprentice	2	0
Planer Operator	1	0
Craneman	2	0
Die Man & Tool Room Helper	1	0
Welder	1	0
3 yr Apprentice	1	0
Planer Oper Die Man	1	0
Die Office Helper	1	0
Drill Press Operator	2	0
Tool Room Man	2	0
Tool Room Helper	1	0
Drill Press Oper Die Man	1	0
Handy Man	3	0
Leader	1	0
Co-Op Student	1	0
Welder Learner	1	0
Die Man	10	0
Helper	2	0
Tool Man	1	0
	58	3

Total 61

17. Template Department

	White	Black
Template Maker	1	0
Apprentice	2	0
	3	0
	Total 3	

18. Maintenance Department

	White	Black
Handy Man	1	1
Oiler	0	2
Oiler Laborer	0	1
Switchman Helper	0	1
Switchman	0	2
Laborer Switchman	0	2
Laborer	0	2
Hooker Switchman	0	1
Section Laborer	0	1
Power House Oper.	4	0
Electrician	16	0
Leader	3	0
Armatur Winder	2	0
Pipefitter	8	0
Millwright	10	0
Engineer	1	0
Locomotive Engineer	1	0
Rigger	2	0
Boiler Fireman	3	0
Boiler Oper.	1	0
Cable Splicer	1	0
Carpenter	1	0
Brickmason	1	0
Co-Op Student	1	0
	57	13
	Total 70	

19. Steel Miscellaneous Department

	White	Black
Craneman Hooker	0	7
Craneman	1	2
Rivet Man	0	1
Hooker	0	35
Crane Operator	0	1
Helper	0	7
Laborer	0	14
Tractor Driver	0	2
Craneman Laborer	0	1
Fitter	0	3
Leader	1	0
Helper Crane Operator	1	0
Crane Director	2	0
Hooker Crane Oper.	1	0
Bucker	0	1
	6	74
	Total	80

20. Stores Department

	White	Black
Truck Driver	0	1
Store House Man	1	0
Unloading Forman	1	0
Stenographer	1	0
Helper	1	0
Clerk Store House Attendant	1	0
Clerk	1	0
	6	1
	Total	7

PULLMAN STANDARD CAR MANUFACTURING COMPANY
BESSEMER PLANT

February 24, 1942

RATE COMPARISONS—PULLMAN AND T. C. I & R. R.

OCCUPATION	COL. *	PULLMAN HOURLY	PULLMAN PIECEWORK	T. C. I & R. R. HOURLY
Machinist	W	.725 to 1.01	none	.925 to 1.07
Welders (Elect)	W	.65 Start .70	.865	.80 to .97
Electricians	W	.665 to .90	none	.92 to 1.07
Riveters	W	.65 Start .75	1.055	.81
Buck-Heat-Fit	C	.485 Start .51	.66	.595
Punch & Shear Op	C	.485	.625	.70 (White)
" " Helper	C	.485	.575	.58 to .60
Spacer Operator	W	.645	.955	.955
Spacer Helper	W	.585	.75	.775
Blacksmiths	W	.645 to .885	.865	.92 to 1.07
Blacksmith Help	C	.52 to .56	.595	.60 - .65 - .70
Axle Rough & Fin.	W	.645	.955	.58 Guarantee 1.305 P.W. Base
Crane Operator	W	.63 to .66	none	.695
Crane Operator	C	.525	.625	.61
Press Operator	W	.585	.865	none
Press Helper	C	.485	.595	none
Wood Car Build	W	.625	.865	.67 to .945 (Carp)
Painters	C	.485	.625	.67 to .89 (White)
Millwrights	W	.665 to .90	none	.81 - .91 & .97
Template Maker	W	.775 to .90	none	1.145 to 1.19 (Pattern makers)
Laborers	C	.485		.55

PLAINTIFFS' EXHIBIT 111

252

PULLMAN STANDARD CAR MANUFACTURING COMPANY
BESSEMER PLANT

February 24, 1942

RATE COMPARISONS—PULLMAN AND NASHVILLE BRIDGE CO.

OCCUPATION	COL.	PULLMAN		NASHVILLE BRIDGE COMPANY
		HOURLY	PIECEWORK	HOURLY
Machinist	W	.725 to 1.01	none	.98 to 1.08
Welders (Electric)	W	.65 Start .70	.865	.84 to 1.06
Electricians	W	.665 to .90	none	1.05
Riveters	W	.65 Start .75	1.055	.95 to 1.00
Buck-Heat-Fit	C	.485 Start .51	.66	.52 to .62
Punch & Shear Oper	C	.485	.625	.60 to .78 (White)
Punch & Shear Helper	C	.485	.575	.44 to .54
Spacer Operator	W	.645	.955	.88
Spacer Helper	W	.585	.75	.47 to .60
Blacksmiths	W	.645 to .885	.865	.96 to 1.05
Craneman	W	.63 to .66		.75
Wood Car Builders	W	.625	.865	.56 to .86 (Carp)
Painters	C	.485	.625	.53 to .65
Millwrights	W	.665 to .90	none	.96
Labor	C	.485		.40 White .39 Col.

COMPANY EX 8—FIRST DOCUMENT

U. S. W. A. (CIO)

BESSEMER—Feb. 16, 1943

Meeting with Bargaining Committee:

A meeting was held with United Steel Workers of America at 10:00 A. M. this date present were:

For the U. S. W. A.

V. F. Gage, District Representative
Robert F. Aldridge (w) Punch & Shear Dept.
McKinley McCreary (c) Track
Perry L. Thompson (c) Punch & Shear Dept.
Frank Zeigler (c) Bomb Dept.

For the Company:
W. C. Sleeman
O. A. Wiltsie

* * * *

Mr. Aldridge asked if he could bring up a question as to the rate classification, and a general discussion followed as to various types of work being done in Punch & Shear Department. The colored members also entered into the discussion.

* * * *

COMPANY EX. 8—SECOND DOCUMENT

Report of men who reported for work and worked January 10, 1944

Report of men who failed to report for work on January 10, 1944

Report of men who reported and struck January 10, 1944

	Departments Represented by C.I.O.	I.A.M.	I.B.E.W.	TOTAL
	Reported for work and worked—			
white	257	118	14	389
colored	176	2	0	178
Total	433	120	14	567
	Did not report for work—			
white	37	16	2	55
colored	212	2	0	214
Total	249	18	2	269
	Reported for work and struck—			
white	0	0	0	0
colored	61	0	0	61
Total	61	0	0	61

Pullman-Standard Car Mfg. Co.,
Bessemer, Alabama Plant
January 11, 1944

COMPANY EX. 8—THIRD DOCUMENT

Bessemer, Alabama

May 16, 1947

SUBJECT: *CIO Contract Negotiations.*

Memorandum of meeting held in the Manager of Works office, Bessemer Plant at 1:30 P.M., Tuesday, May 13, 1947.

Present for Company:	*Present for Union:*
D. L. Golden	B. F. Gage, Field Representative
W. C. Sleeman	J. M. Herring, Shop Committeeman
J. E. Bolen	John Hubbard, Shop Committeeman
A. F. Smith	Roy Blankenship, Shop Committeeman
	Perry Thompson (c), Shop Committeeman
	Gus Dickerson (c), Shop Committeeman

* * * *

The question of seniority was then discussed at length, the Union wanting seniority for promotions. Mr. Golden explained that such would not work at this plant and would not agree to the request. Dickerson favored occupational seniority and to this Mr. Golden stated that the Company would not object. * * *

* * * *

COMPANY EX. 9—FIRST DOCUMENT

PULLMAN-STANDARD CAR
MANUFACTURING COMPANY
INTER-DEPARTMENT CORRESPONDENCE

SUBJECT: UNITED STEELWORKERS OF AMERICA
SENIORITY

Please Refer To File

Bessemer, Alabama

September 9, 1954

MEMORANDUM OF MEETING HELD IN SAFETY CONFERENCE ROOM AT 2:30 P.M. THURSDAY, SEPTEMBER 9, 1954.

Present for Company:	*Present for Union:*
W. C. Horton	J. M. Herring
A. F. Smith	Gus Dickerson
J. R. Hudson	Pete Vance
L. G. Hintermeier	(9 inspectors)
Leon Caldwell	

The purpose of this meeting was to discuss the seniority provision under the new 1954 agreement and to what effect it would have on the inspectors in the Inspection Department.

Herring stated that the only way he could interpret the contract was the man with the age stayed, provided he had the ability to perform the work.
Horton stated that considering A, B and C factors, the oldest man would have preference

Herring maintained that the company had to give the man a trial at the job, if he said he had the ability to do the work. He further stated that he understood the company was not running a school and the union would

agree, and he thought one day would be sufficient to find out whether a man had the ability to perform the work.

Horton asserted that when a man refused to take a job on the basis of not having the ability to perform the work, he would not have to be considered again for the job.

Dickerson agreed.
Meeting adjourned at 3:30 P.M.

A. F. SMITH

JRH/es

cc: Messrs. W. C. Sleeman
J. E. Bolen

COMPANY EX. 9—SECOND DOCUMENT
(UNION PROPOSAL OF 8/13/62)

1. At the beginning of a Job, Track or line senior men within that department in respect to his job classification shall be given preference wherever possible as to job.
2. Wherever possible senior men shall be given preference as to shift.
3. Rates are to be studied on all new equipment, jobs and new manufacturing methods or general production conditions.
4. Drink Boxes, Coffee, milk and sandwich machines be placed throughout the plant.
5. All trade or craft jobs be placed on separate seniority list.
6. Copies of the local working conditions be placed in the up coming contract. (as attached sheet)

Submitted by Union 8-13-62

COMPANY EX. 10—FIRST DOCUMENT

(CO. PROPOSAL OF 1/19/62)

• • • •

SECTION 6. SENIORITY

It is understood and agreed that in all cases of increase or decrease of forces—the following factors shall be considered and where factors "b", "c" and "d" are relatively equal, length of continuous service shall govern:

a. Continuous service;
b. Ability to perform the work;
c. Efficiency;
d. Physical fitness.

In taking into consideration an employee's skill, ability and efficiency, the Company may consider his qualifications in the department in which he is then working as well as his qualifications as to other work in the same department, and other departments, and the advisability of retaining him because of his diversified skill, ability and efficiency.

Seniority shall cease upon (a) discharge; (b) voluntary quitting; (c) after having been laid off the employee does not return to work within ten (10) days after notice is sent to the address according to the Company employment records; (d) lay-off of one or more years duration.

New employees are on probation for six months, during which time they may be laid off or discharged as exclusively determined by the Company.

No employee shall hold seniority in more than one department. However, the Company reserves the right under reduced operations or shut-down, to retain such employees as will best fit the Company's needs. Under such conditions there will be no restrictions as to the kind of work performed by leaders, foremen or force retained.

• • • •

COMPANY EX. 10—SECOND DOCUMENT

MEMORANDUM OF CONFERENCE

AF of L Machinists #5

Bessemer, Alabama,
January 22, 1942

A meeting was held with the bargaining committee of the A. F. of L. Machinists, beginning at 9:10 A.M.

Those representing the Association were:

J. H. Howard
J. D. Baumgardner
A. H. Raines
O. L. Johnson
L. H. Clymore

Those representing the Company were:

W. C. Sleeman
F. W. Green
J. E. Bolen
O. A. Wiltsie

Mr. Sleeman handed to committee three sheets of the proposed contract in which certain changes had been made in some of the sections in line with the discussion at previous meeting.

Seniority A good bit of time was spent in discussing this section, the committee taking the position that the company's provision for use of employees when running small lots of cars or shut-down nullified the seniority. Mr. Sleeman explained in detail the purpose of such a provision and asked the committee to submit a counter-proposal if they could work out something to cover such condition. The committee contends that they want straight departmental seniority.

• • • •

COMPANY EX. 10—THIRD DOCUMENT

Memorandum of Conference

AF of L Machinists—#6 Bessemer, Alabama, January 30, 1941

A conference was held with the bargaining committee of the AF of L Machinists at the general office this date, beginning at 2:15 P.M.

Mr. W. C. Finch, of the U.S. Conciliation Service was present.

Those representing the Union were:

J. H. Howard
J. D. Baumgardner
A. H. Raines
O. L. Johnson

Those representing the Company were:

W. C. Sleeman
F. W. Green
J. E. Bolen
C. A. Wiltsie

The meeting opened with Mr. Howard stating that the committee had asked Mr. Finch of the Conciliation Service to come to the conference due to the fact that at last conference certain items of proposed contract could not be agreed upon between company and the Association.

A discussion took place concerning the following on which agreement had not been reached:

Seniority—The committee contends that the last clause of this section as offered in company counter-proposal nullifies seniority. Mr. Sleeman explained the purpose of the clause and stated that the company wanted the right under shut-down and running small lots to apply this provision. Noted by conciliator as not agreed on.

* * * *

COMPANY EX. 12—FIRST DOCUMENT

MEMORANDUM OF CONFERENCE

No. 1-

Bessemer, Alabama,

November 26th, 1941

A conference was held in the General Office on November 26th, at 4:40 P.M. with the representatives of the CIO Bargaining Committee.

Those representing the Union were:

W. H. Crawford
W. M. Sheffield
L. R. Smith
McKinley McCreary)
Gus Dickerson) Colored

Those representing the Company were:

W. C. Sleeman
F. W. Green
J. E. Bolen
O. A. Wiltsie

The Committee presented a contract, stating that it was a copy of the contract which had previously been submitted to Bessemer Plant. * * *

* * * *

SECTION 6—SENIORITY It is understood and agreed that in all cases of promotion the following factors shall be considered, and where (b) and (c) are relatively equal, length of continuous service shall govern:

(a) Continuous service
(b) Ability to perform the work
(c) Physical fitness

In increasing and decreasing the forces employees shall be laid off or reemployed in the same position as they entered the services of the company, that is, the youngest employee shall be laid off first, continuing on down the line. If and when business picks up they shall be reemployed in the order in which they were laid off, that is, the oldest man in point of service with the company shall be reemployed first, continuing on through the list until the first man laid off would be the last man returned to work. There shall be no employment of new men until all previous employees laid off have been given an opportunity of returning to work.

* * * *

COMPANY EX. 12—SECOND DOCUMENT

Bessemer, Alabama
December 9, 1941

SWOC CONTRACT

MR. W. N. BARKER:

* * * *

Under the heading of Seniority they have asked the insertion of a portion of the last paragraph Section 6 reading, "No employee shall hold seniority in more than one department." We have inserted for counter proposal to them the balance of this paragraph which reads, "However, company reserves the right under reduced operations or shut-downs to retain such employees as will best fit company needs." Incidentally, this latter part of the paragraph, we think, is also covered by the second paragraph of this Section 6.

* * * *

W. C. SLEEMAN

COMPANY EX. 12—THIRD DOCUMENT

STEEL WORKERS ORGANIZING COMMITTEE
Third Floor Steiner Building
Telephone 3-3937
Birmingham, Alabama

Noel R. Beddow,
Executive Director

William Mitch,
Regional Director

January 7, 1942

Mr. W. C. Sleeman, General Manager
Pullman-Standard Car Manufacturing Co.
Bessemer, Alabama

Dear Sir:

Enclosed you will find copy of the counter proposal that Mr. Beddow promised you at our last meeting.

We would like to request a meeting for Saturday, January 10, at 9:00 A. M. for the purpose of considering the various proposals. I feel that we can make this a final meeting in view of the discussions that have taken place.

Very truly yours,

/s/ W. H. Crawford
W. H. CRAWFORD
Representative

WHC/ww

* * * *

SECTION 6—SENIORITY—It is understood and agreed that in all cases of promotion the following factors shall be considered, and where (b) and (c) are relatively equal, length of continuous service shall govern:

(a) Continuous service
(b) Ability to perform the work
(c) Physical fitness

In increasing and decreasing the forces, employees shall be laid off or reemployed in the same position as they entered the serv e company, that is, the youngest employee shall be laid off f tinuing on down the line. If and when business picks up they shall be reemployed in the order in which they were laid off, that is, the oldest in point of service with the company shall be reemployed first, continuing on through the list until the first man laid off would be the last man returned to work. There shall be no employment of new men until all previous employees laid off have been given an opportunity of returning to work.

No employee shall hold seniority in more than one department. Any employee who shall leave the employ of the Company at any time during the existence of the Agreement, or any extension thereof, because of being called or, or volunteering for, the United States Military or Naval Service in time of emergency shall, upon his return from such service, be restored to his former position or a position of like seniority and pay, unless the position of the Company has so changed as to make this impossible, on the basis of his seniority without any loss of accumulated seniority right.

* * * *

COMPANY EX. 12—FOURTH DOCUMENT

MEMORANDUM OF CONFERENCE

No. 2

Bessemer, Alabama
November 29th, 1941

A conference was held in the General Office on November 29th, at 9:15 A. M. with the representatives of the CIO Bargaining Committee.

Those representing the Union were:

W. H. Crawford
W. M. Sheffield
L. R. Smith
McKinley McCreary)
Gus Dickerson) Colored

Those representing the Company were:

W. C. Sleeman
F. W. Green
J. E. Bolen
O. A. Wiltsie

Counter proposals were submitted to the Committee covering each of the sections in the contract they had presented. These proposals and changes were discussed in detail. Mr. Crawford asked that the wage question be passed over at this meeting, and he also stated that the Committee wished to withdraw section 13 of their proposed contract, pertaining to closed shop. They will submit a new proposal containing the Union Maintenance Clause.

Mr. Sleeman gave Mr. Crawford typewritten copies of the counter proposals offered by the company, and for the Vacation Clause he handed Mr. Crawford a copy of

the Company's Pamphlet "Vacation Plan for Hourly and Piecework Employees", dated July 14, 1941.

Next meeting is to be at General Office on Saturday morning December 6th, at 9:00 o'clock.

Adjournment—12:15 P. M.

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SECTION 6. SENIORITY

It is understood and agreed that in all cases of increase or decrease of forces—the following factors shall be considered and where factors "b", "c", "d" and "e", are relatively equal, length of continuous service shall govern:

a. Continuous service;
b. Ability to perform the work;
c. Efficiency;
d. Physical fitness;
e. Family status; number of dependents.

In taking into consideration an employee's skill, ability and efficiency, the Company may consider his qualifications in the department in which he is then working as well as his qualifications as to other work in the same departments, and other department and the advisability of retaining him because of his diversified skill, ability and efficiency.

Seniority shall cease upon (a) discharge; (b) voluntary quitting; (c) after having been laid off and the employee does not return to work within ten (10) days after notice is sent to the address according to the Company employment records.

New employees are on probation for six months, during which time they may be laid off or discharged as exclusively determined by the Management.

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COMPANY EX. 12—FIFTH DOCUMENT

MEMORANDUM OF CONFERENCE

S. W. O. C. #6.

Bessemer, Alabama
January 10, 1942.

A meeting was held with the S. W. O. C. bargaining Committee at the General Office January 10, 1942 at 9:15 A. M. (Saturday)

Those representing the Union were:

W. H. Crawford
W. R. Sheffield
L. R. Smith
McKinley McCreary)
Gus Dickerson) Colored

Those representing the Company were:

W. C. Sleeman
F. W. Green
J. E. Bolen
O. A. Wiltsie

When the conference opened Mr. Sleeman explained that he had a Court Reporter present to take down the preliminary statement of the meeting, after which the reporter would retire. Mr. Sleeman stated that the proposed contract received from the Union on January 8th which was submitted as a counter-proposal to what had been offered by the Company is practically a duplicate of the proposal originally submitted by the Union. He further stated that he did not understand this being submitted as counter-proposal when it ignored all of the points and sections upon which an agreement had been reached during the five conferences held for purpose of negotiating a contract. Mr. Sleeman further stated the Company had kept all appointments, had arranged for

proper and complete attendance of company representatives at all meetings. However, he stated the Union had postponed a meeting and for another appointed meeting the Committee had failed to show up and waited two days to telephone reason for not keeping the appointment. Mr. Crawford stated he took the responsibility for these failures. Mr. Sleeman asked Mr. Crawford if he had anything to say to be incorporated in the statement—Mr. Crawford replied that he had no remarks to make.

The reporter then retired from the meeting.

Mr. Sleeman then stated that he was unable to understand the submitting as a counter-proposal what amounted to a duplicate of the proposal which the Union had originally submitted and over which first meeting was held on November 26, and failure of the Union to take into account the items that had been tentatively agreed on at various meetings. Mr. Crawford stated that the proposal contained many of the items agreed upon, and Mr. Sleeman replied that agreement had been reached on practically half the provisions of the tentative proposal. However, he stated that he would again go over the details of the Union proposed contract by sections, and made the following comment:

• • • •

Section 6—Seniority

Mr. Sleeman asked the committee to consider the seniority section as offered by the company for the reason that it is more applicable to this plant. Also the Union's military clause was discussed, and Mr. Sleeman stated he was of the opinion this company would line up with other corporations in giving consideration to reemploying men who had served in military forces.

• • • •

SECTION 6. SENIORITY

It is understood and agreed that in all cases of increase or decrease of forces—the following factors shall be considered and where factors "b", "c" and "d" are relatively equal, length of continuous service shall govern:

a. Continuous service;
b. Ability to perform the work;
c. Efficiency;
d. Physical fitness.

In taking into consideration an employee's skill, ability and efficiency, the Company may consider his qualifications in the department in which he is then working as well as his qualifications as to other work in the same department, and other departments, and the advisability of retaining him because of his diversified skill, ability and efficiency.

Seniority shall cease upon (a) discharge; (b) voluntary quitting; (c) after having been laid off the employee does not return to work within ten (10) days after notice is sent to the address according to the Company employment records.

New employees are on probation for six months, during which time they may be laid off or discharged as exclusively determined by the Company.

No employee shall hold seniority in more than one department. However, the Company reserves the right under reduced operations or shut-down, to retain such employees as will best fit the Company's needs. Under such conditions there will be no restrictions as to the kind of work performed by leaders, foremen or force retained.

• • • •

SECTION 6—SENIORITY It is understood and agreed that in all cases of promotion the following factors shall

be considered, and where (b) and (c) are relatively equal, length of continuous service shall govern:

(a) Continuous service
(b) Ability to perform the work
(c) Physical fitness

In increasing and decreasing the forces, employees shall be laid off or reemployed in the same position as they entered the service of the company, that is, the youngest employee shall be laid off first, continuing on down the line. If and when business picks up they shall be reemployed in the order in which they were laid off, that is, the oldest in point of service with the company shall be reemployed first, continuing on through the list until the first man laid off would be the last man returned to work. There shall be no employment of new men until all previous employees laid off have been given an opportunity of returning to work.

No employee shall hold seniority in more than one department. Any employee who shall leave the employ of the Company at any time during the existence of this agreement, or any extension thereof, because of being called or, volunteering for, the United States Military or Naval Service in time of emergency shall, upon his return from such service, be restored to his former position or a position of like seniority and pay, unless the position of the Company has so changed as to make this impossible, on the basis of his seniority without any loss of accumulated seniority right.

* * * *

COMPANY EX. 13—FIRST DOCUMENT

PULLMAN-STANDARD CAR
MANUFACTURING COMPANY

INTER-DEPARTMENT CORRESPONDENCE

SUBJECT: C.I.O.—CONTRACTS

PLEASE REFER TO FILE

Bessemer, Alabama
April 4, 1952

MR. N. B. JOHNSON:

No doubt Smith's department is making a comprehensive study in setting out comparative information between our different existing contracts and in this connection we observed in a recent "Mill and Factory" magazine, a very good article entitled "What Your Union Contract Should Cover". There is also included in this article, a contract bargaining check list. We started to analyze Bessemer's particular contract applying this check list but we take it from the trend of things that this year's contract will not be handled locally in the same manner as previously done.

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We suggest that seniority be kept as we have it in Bessemer; that is, occupational seniority by departments (this being requested by the Union some few years ago).

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COMPANY EX. 13—SECOND DOCUMENT

PULLMAN-STANDARD CAR
MANUFACTURING COMPANY

INTER-DEPARTMENT CORRESPONDENCE

SUBJECT: Seniority—U.S. Steel, Republic Steel, Inland Steel, Youngstown Steel

PLEASE REFER TO FILE

July 22, 1952

MR. ROBERT C. SMITH:

I have checked with the above companies regarding the operation of their seniority clauses and have been informed as follows.

U. S. STEEL—The master contract sets forth the basis for accumulating seniority and also the reasons under which seniority is broken. Each plant negotiates its own seniority agreement covering promotions, demotions, increases and decreases in forces. At South Works for example, they have seniority units which comprise several occupations and within a department they may have as many as five or six units. They do not have plant-wide seniority. They do have, however, a setup whereby men being laid off with three years' or more service are placed on the labor seniority list according to their plant-wide seniority and such employees may displace Laborers throughout the plant having less plant-wide seniority.

REPUBLIC STEEL—Republic is very much like U. S. Steel except that they do have a labor pool into which laid off men are placed so that when men are needed in departments other than from which they are laid off, the men with the longest plant seniority are placed on temporary jobs or used to fill in for absentees in the various departments.

INLAND STEEL—Inland has more or less the same setup as U. S. Steel in that they have seniority units which might comprise as many as six departments and it is possible that each unit might have as many as ten or twelve occupations therein. They do not have plant-wide seniority and only when there is a general depression in the *steel industry* does departmental seniority apply. In the skill trades, however, they do have occupational seniority within the department.

YOUNGSTOWN STEEL—At Youngstown, as in the above three companies, each plant of the company has its own seniority setup, and at the South Chicago plant it is operated on a departmental basis. In reduction of forces, however, the occupation affected is the first to be reduced and then if the employee has more departmental seniority than others in a lower rated occupation, then such affected employees exercise departmental seniority. In this plant, they do have a labor pool which operates the same as at Republic.

At all of the above mentioned plants, ability and physical fitness are the governing factors, and only where such factors are relatively equal does length of continuous service govern.

D. L. GOLDEN

COMPANY EX. 13—THIRD DOCUMENT

PULLMAN-STANDARD CAR MANUFACTURING COMPANY

INTER-DEPARTMENT CORRESPONDENCE

SUBJECT:
PLEASE REFER TO FILE

August 14, 1952

MR. ROBERT C. SMITH:

Attached are separate memoranda covering my review of the labor agreements at Butler, the two Hammond Plants and Worcester as per your memorandum of August 11.

/s/ RJG
R. J. GORSKI

RJG:cs
Attachments

BUTLER PLANT

There have been a large number of grievances at this plant under the current agreement. We have gone to arbitration in 24 cases, and we are currently preparing to go to arbitration in another three cases. Most of the grievances involved questions of ability under the seniority provisions, disciplinary action, overtime assignment, vacations, and tasks.

A review of this agreement in the light of experience with respect to these grievances as well as the remaining provisions of the agreement which might cause conflict in the future, indicates the following desirable changes:

1. *Seniority*—The Union at this plant has continually challenged Management's application of the ability qualification under this provision. The main source of difficulty in this respect centers in the Electrical Department and in the Punch, Shear and Press Departments. The Electrical Department seniority list has for a long number of years included Cranemen. This serves as a basis for dispute whenever an electrician vacancy occurs and Management fill such vacancy by hiring a qualified electrician. The Union insists, not only because of the seniority list, but because of past practice, that senior Cranemen should be given preference in filling Electrician vacancies. The exclusion of Cranemen from the Electrical Department seniority list has been attempted without success on several occasions in the past. It should be attempted again.

As to the Punch, Shear and Press Department, the Union has sought to apply a provision in the seniority clause which gives preference to senior employees at the start of a job, track, or line whenever a senior employee completes an item of work in any of these departments. Because many items worked on in these departments are completed in a relatively short period of time, any ar-

rangement that would permit employees to exercise their seniority to place themselves on different machines after completing each item could lead to disruptions in the flow of work which would in turn affect production throughout the shop. This undesirable provision is contained in paragraph 7 of the seniority clause. Every effort should be made to eliminate it, or to clarify it in order to avoid conflict in those areas where its application is completely impossible.

Overtime, Saturday and Sunday work are distributed under various types of seniority arrangements in the different departments. Some departments use seniority alone as a basis for distributing such work, some rotate, while others provide that if an employee's job works he works, with all other overtime being distributed according to seniority or rotation. A number of grievances have originated due to the fact that these overtime distribution arrangements have not been complied with, or have been complied with, but have not been carried out solely because of employee failure to report as scheduled. For example, the Union insists that when a group of employees have been scheduled for overtime work according to their applicable overtime distribution agreement, Management is obligated to follow seniority in rearranging the work force or filling in vacancies if employees properly scheduled for such work fail to report for the overtime assignment. We should have a detailed understanding to cover the various ramifications of overtime assignments which are not now set forth in writing and subject to perpetual dispute.

Our people at Butler have suggested certain other changes in the seniority provision, but a number of these suggestions, I believe, stem from administration difficulties rather than principle or operating difficulties. These administration difficulties, I believe, could be ironed out satisfactorily without attempting to eliminate basic pro-

visions which are not, in my opinion, the source of difficulty in these particular areas.

2. *Disciplinary Action*—The Union's objection to disciplinary action stems from its contention that there is no set of rules to guide an employee in his conduct so that he might avoid penalty. A demerit slip system which has been in use for a number of years is not recognized by the Union for the reason that there is no cut-off or terminal point; that is, an employee who is warned against a further violation of some rule via a demerit slip is subject to layoff or discharge in the event of a subsequent violation even though it might occur a year or more after the first offense. In the case of demerits for absenteeism, for example, the Union points to innumerable cases where demerits have not been issued in the case of key employees. The Union contends that this is discrimination and that before it will recognize the merit system there will have to be a specific agreement regarding the issuance of demerits and all penalties for violation of agreed upon rules will have to be administered uniformily.

3. *Vacations*—The vacation provision under this agreement incorrectly bases eligibility for two weeks vacations on the "receipt of earnings" in 60 per cent of the pay periods, etc. This language should be made consistent with the language which applies to employees qualifying for one week and three week vacations where the eligibility is based on the performance of *work* in 60 per cent of the pay periods.

Our Butler people have expressed dissatisfaction with the present provision concerning the calculation of vacation pay. Vacation pay under the present contract is calculated on the basis of the employee's average straight time hourly earnings during the two closed and calculated pay periods immediately preceding the employee's vacation. This basis presents a problem whenever it is

necessary to deny an employee's request for a particular vacation period because of the possibility of a variation in earnings. Employees are reluctant to take a vacation when their earnings are low, which is the time when we can usually spare them more readily then when their earnings are high, which is the time when employees would like to take their vacation. In order to avoid this problem, our Butler people have suggested that vacation pay be based on the employee's average hourly earnings during the 12 months preceding the employee's vacation or during the preceding calendar year with provision for adjusting such average rate in the light of any intervening increases. At Michigan City, we use the percentages of the preceding year's earnings, but we do not adjust such amounts in the light of intervening wage increases.

4. *Task*—The present task clause in this agreement has thus far served well to protect us in the disputes which have arisen relating to task. For this reason, it seems quite likely that the Union will make a strong effort to either revise or eliminate it.

5. *Military Clause*—This clause should be revised to conform with the present Selective Service Act. It now refers to the act of 1940.

HAMMOND CAR PLANT

We have had relatively few grievances at this plant. The grievances which did arise did not originate out of any ambiguity under the contract. As a matter of fact in all of the cases I have had occasion to handle, the contract served us well in maintaining our position.

Regarding provisions in the agreement that might be modified, changed, amended or eliminated entirely to our advantage, the following is submitted for consideration:

1. *Recognition*—The current bargaining unit by its inclusion of "factory clerks" covers timekeepers. Several months ago John Russell raised a question as to whether it would be possible to have timekeepers eliminated from the bargaining unit because it is planned to have them placed on a salary basis and otherwise change their duties, making it undesirable to have them included in the bargaining unit. A job description for use as a basis in determining whether we could present a sound case in an effort to have this classification removed from the unit was requested of Russell by Mr. Shane. To my knowledge, this job description has not been submitted as yet. This matter should be taken up and resolved among ourselves before a new contract is negotiated so that if there is any good basis for excluding this classification, it can be done at the proper time.

2. *Wages*—Paragraph 3 provides that where a production item is to be made on a production day-rate basis, the hourly day rate is to be established by using the day rate of the occupation and adding to it 60 per cent of the difference between the day rate and the piece work expectancy rate. A number of months ago Messrs. Trautman and Wulff implied that this provision was undesirable from Management's viewpoint. We should have the facts as to why this provision is undesirable to our plant people and their recommendation concerning a change in this provision or an elimination thereof.

3. *Vacations*—The vacation provision in this contract, as is the case at the Wheel Foundry, Butler and Worcester, contains reference to the "receipt of earnings" with respect to employees who have seniority of five years. This should be corrected to conform with the requirement that an employee must *work* in at least 60 per cent of the pay periods as provided with reference to one year and twenty-five year employees.

4. *Grievances*—Step E of the grievance procedure which provides for referring unsettled grievances to arbitration should contain a time limitation. Under the present language, the Union is not required to request referral of an unsettled grievance to arbitration within a specified period of time. In our Butler contract, for example, the Union must notify the Company within five days after the discussion of the grievance in the final step between the parties as to whether it desires to proceed to arbitration.

5. *Military Clause*—The current military clause refers to the Selective Service Act of 1940 and also provides for leaves of absence to employees entering the U. S. Maritime service. This provision, of course, should be revised to conform with the current Selective Service Act.

6. *Termination*—This clause now contains a provision similar to the General Motors catch-all provision to protect us against having to negotiate at the pleasure of the Union with respect to any matter of wages, hours of work, and working conditions not specifically covered within the contract. However, you may wish to consider substituting the G.M. language for the current language in this contract.

HAMMOND WHEEL FOUNDRY

We have had relatively few grievances at this plant. The grievances which did arise did not occur as the result of any contract defects. In all of the cases I have had occasion to handle at this plant, the contract served well to maintain our position.

Regarding provisions in the agreement that might be modified, changed, amended, or eliminated entirely to our advantage, I suggested the following points for consideration:

1. *Grievances*—Step E of the grievance procedure which covers the submission of unsettled grievances to arbitration should require the Union to submit its request for arbitration within a specified period of time.

2. *Military Clause*—The military clause should be revised. It refers now to the Selective Service Act of 1940.

3. *Vacations*—The provision in this clause referring to employees qualifying for two week vacations should be revised to eliminate reference to the "receipt of earnings." This language should be made consistent with the language applied to employees qualifying for one week and three week vacations which language refers to the performance of *work*.

4. *Termination*—The final paragraph of this provision is similar to the G.M. provision which eliminates any obligation to negotiate with the Union during the term of the contract on any matters of wages, hours of work and working conditions not specifically covered by the agreement. You may, however, wish to substitute the G.M. language for this current provision.

WORCESTER

The number of grievances at this plant have been large with the emphasis being on questions of seniority. Another sizable group of grievances at this plant have concerned the matter of wages; these, of course, are not questions which resulted from any contract failure, but rather because of this Union's insistance on using the grievance procedure as a method of negotiating wage rate increases.

A review of this agreement indicates the following desirable changes:

1. *Seniority*—Plant-wide seniority is provided for under this agreement and disputes occur whenever forces are increased or decreased due to the fact that this

Union challenges all applications of the ability factor. This is true even though the current agreement provides for the consideration of seniority in any increase or decrease in force where the employee "has the necessary skill and ability to perform the work involved." The use of the term "necessary skill and ability" is stronger than in our other contracts where the simple term "ability" applies. There was some indication for a short period during discussion of seniority grievances, that International Representative Brennan might be willing to agree that the application of ability would be based on the Company's records; i.e., if an employee's record shows that he has satisfactorily performed like or similar work for the Company at some previous time, such employee would be considered as having ability to perform the work involved. Some effort should be made in negotiating a new contract to clarify the matter of ability.

2. *Vacations*—The same incorrect terminology that appears in the Butler and Hammond agreements with respect to employees qualifying for two week vacations (use of the term "earnings" instead of "work") appears in the vacation clause in this contract.

3. *Termination*—The termination provision in this agreement does not contain any language to prevent the Union from bringing up for negotiation during the life of the contract, any matter not specifically set forth in the agreement. The G. M. clause or something similar to it should be included in this contract.

COMPANY EX. 13—FOURTH DOCUMENT

CHICAGO—August 27, 1952

MR. C. W. BRYAN, Jr.:

* * * *

Germano stated that the Union would prefer to negotiate, here in Chicago or some other central point, a master contract for the entire Company on all issues. However, he said he would be willing to negotiate with us here at the Company level on the basic principles of the Steel settlement, and upon reaching an agreement on the principles, call to Chicago a representative of each of the six local Unions and an International representative of each of the six local Unions for a discussion with him on the agreement of principles reached with us. It was his thought that the local Union representative and local International representative could then go to the plant which they represented and negotiate the rest of the labor agreement with the Works Manager. * * *

Germano stated that a "must," whether we bargain a local plant contract or bargain a Company-wide master contract, is a uniform termination date of labor agreements at the six plants represented by the Steelworkers —CIO.

* * * *

ROBERT C. SMITH

COMPANY EX. 13—FIFTH DOCUMENT

PULLMAN-STANDARD CAR
MANUFACTURING COMPANY
INTER-DEPARTMENT CORRESPONDENCE

SUBJECT: DEPARTMENTAL SENIORITY

PLEASE REFER TO FILE

Bessemer, Alabama

July 10, 1953

MR. J.E. BOLEN:

After our meeting with Mr. Sleeman this morning and checking our seniority file would like to suggest to you that the Truck & Tractor Department, also Miscellaneous Stores Department be considered along with the Steel Stores set-up, as we have several employees in the Miscellaneous Stores Department working now under Mr. Studdard and carrying seniority in Miscellaneous Stores Dept. under Mr. Bradshaw's responsibility.

HERMAN THOMPSON

HST:bc
cc: Messrs. W. C. Sleeman
A. F. Smith

COMPANY EX. 14—FIRST DOCUMENT

NATIONAL LABOR RELATIONS BOARD

Tenth Region
Ten Forsyth Street Building
Atlanta, Georgia

August 2, 1941

Pullman-Standard Car Mfg. Co.
401 No. 24th Street
Bessemer, Alabama

Re: Case No. X-R-468

Gentlemen:

This office is in receipt of a petition for investigation and certification of representatives pursuant to Section 9(c) of the National Labor Relations Act, such petition having been filed by the Steel Workers Organizing Committee. In this petition it is alleged that the appropriate unit for purposes of collective bargaining is composed of all production and maintenance employees, exclusive of foremen, superintendents and clerical forces. It is stated further that the Union represents 1000 of the employees in the above classification.

* * * *

COMPANY EX. 14—SECOND DOCUMENT

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL LABOR RELATIONS BOARD

Case No. R-2952

IN THE MATTER OF
PULLMAN-STANDARD CAR MANUFACTURING COMPANY

and

STEEL WORKERS ORGANIZING COMMITTEE

MOTION ON BEHALF OF PULLMAN-STANDARD CAR MANUFACTURING COMPANY

Now comes Pullman-Standard Car Manufacturing Company, a party in the above styled cause, and respectfully moves this honorable Board to consider and amend its Decision and Direction of Elections heretofore entered in said cause as of the 12th day of September, 1941, in the following particulars, namely:

(1) By striking out from the Board's Findings of Fact that sub-paragraph of paragraph numbered V reading as follows:

> "*Watchmen and plant-protection employees.* The Federal Labor Union desires the inclusion of these employees in the industrial unit. The S.W.O.C. has not expressed its position with regard to these employees. We shall include the watchmen and plant-protection employees in the industrial unit."

and by substituting therefor the words in substance:

> "Watchmen and plant-protection employees shall be excluded from both the craft and industrial units."

(2) By striking out from paragraph 3 of Direction of Elections the words appearing in lie 3 of said paragraph: "watchmen, plant-protection employees,".

In support of the above and foregoing motion Pullman-Standard Car Manufacturing Company respectfully submits that it is inappropriate that watchmen and plant-protection employees be included in any collective bargaining unit for the obvious reason that in the event of labor troubles of any kind or character such watchmen and plant-protection employees should have no selfish or personal interest in the result of any such labor troubles, but should be in a position to discharge their full duties free of any influence of selfish or personal interest in the union or any such labor difficulties.

The S.W.O.C. has advised the company through Noel R. Beddow, its Regional Director, that S.W.O.C. will consent and agree to the exclusion of said watchmen and plant-protection employees from voting in any of said elections. The company anticipates that appropriate representatives of Federal Labor Union will be willing to make a similar agreement if and when the company is able to contact such representatives and ascertain their views. The company is now endeavoring to contact such representatives and will advise this Board as soon as such contact has been made whether or not the said Federal Labor Union will make a like stipulation with regard to the exclusion of such watchmen and plant-protection employees.

Respectfully submitted,

PULLMAN-STANDARD CAR
MANUFACTURING COMPANY

By CABANISS & JOHNSTON
Its Attorneys

I hereby certify that a copy of the above and foregoing motion has been mailed to Noel R. Beddow, at Birmingham, Alabama, Regional Director of Steel Workers Organizing Committee, J. L. Giglio, at Birmingham, Alabama, representative of Federal Labor Union, J. R. May, at Montgomery, Alabama, attorney for IBEW, and Mr. J. H. Howard, Washington, D.C. and Mr. J. D. Baumgardner, at Birmingham, Alabama, attorneys for IAM.

JELKS H. CABANISS

COMPANY EX. 14—THIRD DOCUMENT

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL LABOR RELATIONS BOARD

Case No. B-2952

IN THE MATTER OF
PULLMAN-STANDARD CAR MANUFACTURING COMPANY

AND

STEELWORKERS ORGANIZING COMMITTEE

MOTION ON BEHALF OF STEEL WORKERS ORGANIZING COMMITTEE FOR REHEARING IN MATTER OF INSTALLATION AND CONFIRMATION OF REPRESENTATIVES PURSUANT TO SECTION 9(c) OF THE NATIONAL LABOR RELATIONS ACT.

Comes your Petitioner in the above styled cause and respectfully move this Honorable Board to reconsider the Decision and Direction of Election heretofore rendered in the above styled cause on September 12, 1941, and grant Petitioner a rehearing in said cause and for grounds of said Motion assigns the following:

1. That the Decision and Direction of Election is not supported by the Record in said case.

2. The Record affirmatively shows that the Steel Workers Organizing Committee has carried on negotiations in collective bargaining with the Pullman Standard Car Manufacturing Company for a period of more than four years regardless of the fact that said negotiations have been conducted with little success. Petitioner feels that it should not be penalized because of the fact that these negotiations have been unsuccessful which would be the case if the fact of such negotiations were ignored by this Hon-

orable Board in the matter. The negotiations have been unsuccessful because of the failure of the company to negotiate with the union in good faith and thus to ignore the fact of these negotiations would be in effect to penalize the union for the unfair labor practices indulged in by the employer.

• • • •

4. The Record shows that the unit contended for by the International Association of Machinists is made up of employees who have never heretofore been classed as machinists either by the Intervening union or by the company. Said employees work in many diversified and unrelated types of work and are spread in small groups all over the company's plant and have very little in common either from the standpoint of similarity of tasks, rates of pay or degree of skill.

Your Petitioner feels that if the Decision heretofore rendered in this case is allowed to stand that an election held pursuant to such Decision and Direction of Election will in no way be instrumental in bringing about harmony in the operation of the Company's plant but rather will totally and entirely defeat the purposes and policies of the National Labor Relations Act, as stated in Section 1 thereof.

PREMISES CONSIDERED, Your Petitioner, Steel Workers Organizing Committee, moves this Honorable Board to again review the Record in this case and enter an order withdrawing the Decision and Direction of Election heretofore rendered on September 12, 1941 and enter an order directing that an election be held on the basis of the finding by the Board that the appropriate unit for such election shall be an industrial unit in which all the production and maintenance employees exclusive of foreman, superintendents and clerical forces, be permitted to vote and thus determine whether they desire

to be represented by the Steel Workers Organizing Committee, either of the three intervening unions or by no union.

Petitioner prays for such other, further or more general relief to which it may be entitled in the premises.

Respectfully submitted.

STEELWORKERS ORGANIZING COMMITTEE
Affiliated with Congress of
Industrial Organizations
Steiner Bldg., Birmingham, Ala.
By: /s/ J. R. Crawford, Representative
Noel R. Beddow, Regional Director

COMPANY EX. 14—FOURTH DOCUMENT

CABANISS & JOHNSTON
First National Building
Birmingham

January 19, 1942

Mr. W. C. Sleeman,
Pullman-Standard Car Manufacturing Co.,
Bessemer, Alabama.

Dear Mr. Sleeman:

As I telephoned the office, representatives of the NLRB and also the Regional Director in Atlanta, are calling and writing to ask that the Company let them have return with its OK so far as the Company is concerned, of the agreement as to reclassification agreed on between AFL and CIO.

I see no adverse bearing in letting them have return of the memorandum with the Company's OK, particularly if as I suggested, it be made subject to NLRB. Since the Atlanta office seems to attach some importance to it I suggest you let it go forward.

It seems certain now that AFL and CIO have buried the hatchet and will within a few days form a solid front to maintain their extraordinary position both now and after the war; in short, that we will have labor control of government and industry in line with the British post-war certainty. So far as this plant is concerned it doesn't seem to me to make much difference as to the classification.

Very truly yours,

/s/ Forney Johnston

FJ:LC

COMPANY EX. 14—FIFTH DOCUMENT

UNITED STEELWORKERS OF AMERICA
—< CIO >—
Third Floor Steiner Building
Birmingham 3, Alabama
[UNION BUG]

May 18, 1944

NOEL R. BEDDOW,
SOUTHERN DIRECTOR

R. E. FARR,
DIRECTOR DISTRICT 36

Mr. W. C. Sleeman
Manager of Works
Pullman Car Mfg. Co.
Bessemer, Alabama

Dear Sir:

We have been requested by what we think might be a substantial majority of your employees, who are now in the I.A.M. Unit, to bargain for them in regards to rate of pay, hours of work and conditions of employment.

We are not soliciting or coercing any employees in this department to become members of our Union and the request that has been made by them has been voluntarily on their part.

They also request that we ask you for a negotiation of a contract which would include these employees in the same contract that we have with you in the United Steelworkers' Bargaining Unit.

Thanking you for your past cooperation, I am

Very truly yours,

/s/ R. E. Farr
R. E. FARR, Director
District #36

REF/df

COMPANY EX. 14—SIXTH DOCUMENT

NATIONAL LABOR RELATIONS BOARD

Tenth Region
10 Forsyth Street
Atlanta 3, Georgia

May 25, 1944

Pullman-Standard Car Manufacturing Company
401 North 24th Street
Bessemer, Alabama

Re: Case No. 10-R-1212

Gentlemen:

This is to inform you that United Steelworkers of America, May 25, 1944, filed with this office a petition for investigation and certification of representatives, pursuant to the provisions of the National Labor Relations Act, alleging that a question affecting commerce has arisen concerning the representation of employees in the following unit:

"All machinists, apprentices and helpers, employees in tool and die shop classified as die men, machine operators, toolroom men, toolroom helpers, handymen, and cranemen, millwrights, production and maintenance welders, employees in wheel, axle and truck shop, except for foremen, leaders and clerical employees."

* * * *

COMPANY EX. 14—SEVENTH DOCUMENT

Bessemer, Alabama
May 26, 1944

MR. N. B. JOHNSON:

We are attaching photostat copy of NLRB's letter of May 25, 1944, which has been cased under the number 10-R-1212, in which it is noted the CIO is petitioning for an investigation and certification of representatives from the departments now represented by the IAM. It so happens (as is usually the case) the request by the CIO is to our notion all "balled up" in that they are asking for representation which they already have; that is, the Truck Shop. They apparently want representation for all departments for whom the IAM now represents, but do not request same in that they have omitted the following occupations which were specifically set out as a part of the IAM bargaining unit in the letter signed by both the IAM and the Steelworkers Organizing Committee, which clarified the NLRB's order for this bargaining unit. The occupations which have been omitted in this letter are tackers, burners and welder helpers in the Welding Department, the Air Brake Department including pipe fitters, pipe fitter helpers, air testers and the tool room employees in the Steel Erection Department.

It is hardly conceivable they would want IAM to represent these particular departments in that there are only approximately 45 employees in these departments which have been omitted.

* * * *

W. C. SLEEMAN

* * * *

COMPANY EX. 14—EIGHTH DOCUMENT

UNITED STEELWORKERS OF AMERICA

— <CIO> —

Third Floor Steiner Building
Birmingham 3, Alamaba

[UNION BUG]

OFFICE OF
R. E. FARR
DIRECTOR DISTRICT 36

TELEPHONE 4-8534

December 12, 1945

Mr. W.C. Sleeman, Manager
Pullman Standard Car Mfg. Co.
Bessemer Plant
401 - North 24th Street
Bessemer, Ala.

Dear Sir:

This is to inform you that the majority of the electricians, electrician helpers and employees of the electrical department, now in a unit set up by the National Labor Relations Board known as the I.B.E.W. unit of your plant, has requested the United tSeelworkers to represent them.

We would like to meet with you at an early date. Looking forward to getting these men under a workable agreement with the United Steelworkers of America, I am

Yours truly,

/s/ R. M. Poarch
R. M. POARCH
Field Representative

RMP/fh

REGISTERED MAIL

[SEAL]

COMPANY EX. 14—NINTH DOCUMENT

[SEAL] [EMBLEM]

NATIONAL LABOR RELATIONS BOARD
Tenth Region
300 Ten Forsyth Street Building
Atlanta 3, Georgia

January 18, 1946

Pullman Standard Car Manufacturing Company
401 North 24th Street
Bessemer, Alabama
Re: Case No. 10-R-1711

Gentlemen:

United Steelworkers of America (CIO) has filed with this office a Petition for Certification of Representatives, pursuant to Section 9(c) of the National Labor Relations Act, claiming to represent a majority of the employees in the following allegedly appropriate unit:

> The Unit now covered by the United Steelworkers of American to be expanded to include all production and maintenance employees that were formerly in the I.B.E.W. Unit except for foremen and supervisors.

This matter has been referred ot Field Examiner Frederick A. Alcher for handling. On or before January 25, 1946, will you please forward to him in this office the following information:

1. One completed copy of the enclosed Interstate Commerce Questionnaire. You may retain the other copy of your files.

2. Name of any labor organization that has a contract with you (and two copies of the contract) or has

made a request for recognition as collective bargaining representative of any of the employees in petitioner's alleged appropriate unit.

3. Your position as to the appropriateness of the unit set forth in the petition as described in the first paragraph of this letter. If you disagree as to the appropriateness of the unit, please state in detail the unit you believe to be appropriate and your reasons for any changes you suggest.

4. An alphabetical list of all employees showing job classifications as of the present date and a statement of the percentage turnover per month. This list is necessary to determine whether or not the union has a sufficient interest to warrant proceeding with the case and holding an election. Failure to furnish the list will, of course, result in the acceptance of the union's evidence as to its interest without further check.

5. Any reason why an election should not be held in the unit as set forth in the first paragraph of this letter at this time or in the near furnish.

We wish to cooperate in every possible way with you and the labor organization involved so that there may be an early and appropriate disposition of this matter. Please do not hesitate to discuss with the Field Examiner any question you may have.

Very truly yours,

/s/ Paul L. Styles
PAUL L. STYLES
Regional Director

Enclosures:

Interstate Commerce Questionnaire—2

COMPANY EX. 14—TENTH DOCUMENT

(Suggested form of letter to NLRB in reply to request dated January 18, 1946)

Mr. Fred Aicher, Field Examiner,
National Labor Relations Board,
300 Ten Forsyth Street Building,
Atlanta 3, Georgia.

Dear Sir:

In reply to the letter of Regional Director Paul L. Styles, we advise as follows:

1. Copy of Interstate Commerce Questionnaire is returned, except that questions IX to XVI are included in our reply to XVI, which concedes that the Company's purchase of interstate materials and the nature of business is sufficient to subject the Company's operation at Bessemer to the National Labor Relations Act. This has been determined in previous proceedings and is not questioned.

2. Hereto attached are two copies of contract between this Company and International Brotherhood of Electrical Workers heretofore certified as bargaining agency for the electrical workers at this Company's Bessemer plant, together with an amendment dated October 9, 1944. This contract was in effect on October 31, 1945 when all of the electrical workers at that plant struck. This strike resulted in a stoppage of production work at the plant for more than a month and until the Company was able to replace all of the striking workers. All of the striking employees have applied for or have accepted termination slips. Several have requested re-employment, but have not been re-employed on account of the fact that their places were and are filled by new workers employed during the course of the strike. At the time of the strike the Company employed thirteen

electrical workers. As of the period January 14 - January 20th, the Company had in its employ twenty-eight workers in that unit. The excess number were employed on account of maintenance neglected during the strike.

3. The Company understands that a separate unit for electrical workers in the plant is not requested by the petitioning unit, but that the petition of the Union is that the electrical workers be included among the production and maintenance employees now represented by United Steelworkers of America (CIO). In short, the Company understands that the petition is that the proposed bargaining unit represented by United Steelworkers of America is to include all production and maintenance employees at the Bessemer plant other than executive, supervisory, clerical, foremen and leaders with the exception of the following:

> All machinists, machinist apprentices, machinist helpers; employees in tool and die shop classified as die men, machine operators, toolroom men, toolroom helpers, handy-men and crane men, other than laborers and hook-ons; also all millwrights.

Presently included within this general unit, as a result of agreement between International Association of Machinists and United Steelworkers of America Local No. 1466, are the following workers, who are already represented by said United Steelworkers of America (CIO), with the general exception of supervisory and clerical employees first above stated, viz:

> "* * all employees classified as production and maintenance burners, welders, tackers, burner and welder helpers; employees in the wheel and axle department; airbrake production employees classified as pipe fitters, pipe fitter helpers and airbrake testers; employees in erection department classified as toolroom men and tool-room helpers, * *".

This Company takes no position for or against the practical inclusion of electrical workers in the above or any bargaining unit with which the electrical workers employed at this plant desire to affiliate, but does not consider a general vote of all plant employees desirable, for the reason stated below.

4. Attached hereto is a list showing all electrical workers in the Bessemer plant on the payroll January 14-January 20, 1946. Between October 31st and December —, when electrical work was resumed at the plant, the turnover was 100% as a result of replacement of workers who had struck or quit. Since resumption of operations on December —, 1945, a total of —— electrical workers had been employed and —— of that number have been released or quit.

5. The Company does not see any reason why there should be a general election of all workers in the Company's Bessemer plant to vote on the proposed enlarged unit set forth in the petition. Such action would unnecessarily involve participation by the large number of workers at the plant already represented by United Steelworkers of America in a detail in which they are not, from a practical standpoint, interested. It would involve unnecessary expense and confusion in operations to call on these general workers to vote with respect to the extension of the unit to include electrical workers. The Company suggests that any question of representation of the electrical workers be determined by check or vote of such workers.

Very truly yours,

PULLMAN STANDARD CAR
MANUFACTURING COMPANY
(Bessemer Plant)

By

PULLMAN-STANDARD CAR MANUFACTURING COMPANY
BESSEMER, ALABAMA PLANT

Electrical Department Employees

Payroll 1-4 to 1-20 inclusive

Name	Occupation
William Anthony	Electrician
Curtis G. Bailey	Electrician
Gerald Beggs	Power House Operator
James A. Carver	Electrician Helper
Oscar L. Carver	Electrician
George A. Christian	Electrician
Frank Clements	Electrician
William W. Dawkins	Electrician
Charles H. Dove	Electrician Helper
John Dove	Electrician
Louis Edwards	Electrician
John P. Fleming	Electrician
Willie E. Hall	Electrician
Joe Harper	Electrician
Joseph S. Hollingsworth, Sr.	Electrician
John L. Kelley	Electrician
Jesse A. Lanier	Electrician
John D. McCrory, Jr.	Power House Operator
Orris C. Miller	Electrician
Wallace F. Milner	Electrician
Arthur L. Phillips	Electrician
Lloyd B. Rainey	Electrician
John A. Roberts	Electrician Helper
William M. Roberts	Electrician
Menendezth L. Snow	Electrician
Harvey D. Trawick	Electrician
Hugh B. Valiely	Electrician
William R. Warnick	Electrician

COMPANY EX. 15

MISCELLANEOUS

Bessemer, Alabama
January 30, 1948

MEMORANDUM TO FILE:

This morning at approximately 10:30 Mr. R. C. Logan, Superintendent, and Mr. K. C. Chapman, Assistant to Mr. Logan, of the Eastern Car Company, Limited, of Trenton, Nova Scotia, came to the Plant and were taken through the Plant by Bolen.

During their visit to the Plant, Bolen was told that at the present time they were building 15 standard box cars per day with a working force of approximately 1100 men and an additional 100 men were employed making doors (Camel) and other necessary material.

They advised their building was 90′ wide and approximately 1200′ long, with an erection track of 8 positions for hopper cars or 9 positions for box cars. Did not know their rivet driving averages nor did not discuss in detail production methods or amounts of production obtained, however, they did leave with us a copy of their car contract which included all their hourly guarantee rates and we were advised that these rates had been increased by 5½¢ per hour recently. They also advised their piece work men were expected to earn from 30 to 50% above their hourly guarantee rates.

• • • •

THE EASTERN CAR COMPANY, LTD.
RATE SCHEDULE—1947

SHEARING DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92

Coper 1, 2, 3, 4, 5 and 6—Operator	.72½
—Helper	.70½
Shear 1, 2, 4 and 5—Operator	.72½
—Helper	.70½

PRESSING DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Large Press—Operator	.73
—1st Helper	.71½
—2nd Helper	.71½
—3rd Helper	.70½
—4th Helper	.70½
Lever Boy	.56½
Small Press—Operator	.73
—1st Helper	.71½
—2nd Helper	.70½
Lever Boy	.56½

PUNCHING DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Punch 1, 5, 7, 11, 14, 15, 16, 17, 18, 19—Operator	.72½
—Helper	.70½
Punch 3, 4 and 10—Operator	.73
—Helper	.71½
Punch 12—Operator	.76
—1st Helper	.71½
—2nd Helper	.70½
Machine Cleaner	.68½
Markers	.72½
Die Setters—1st Class	.84
—2nd Class	.79½

CONSTRUCTION & ERECTION DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Inspector	.86½
Steel Chaser	.84
Riveters	.76-.84
Buckers	.75-.77
Reamers	.74
Fitters	.74
Heaters—1st Class	.69½
—2nd Class	.61

—3rd Class	.58½
Sticker—1st Class	.69½
—2nd Class	.61
—3rd Class	.56½
Chippers	.76

TRUCK DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Dopers—1st Class	.79½
—2nd Class	.74
Fitters	.74
Helpers	.70½

WHEEL & AXLE DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Axle Turners	.72-.86
Wheel Rollers	.70½
Tool Grinders	.84
Boring Mill Operator	.73-.85

WOOD ERECTION DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Carpenters—1st Class	.88
—2nd Class, Bldg. Track	.73
—Helpers	.71½

PAINT DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Painters	.76-.84
Paint Mixers—1st Class	.84
—2nd Class	.78
Sprayers	.70-.82

MACHINE SHOP:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Machinists—1st Class	.93½
—2nd Class	.90
—3rd Class	.86
—4th Class	.76

Drill Handle and Operators	.73
Repairmen—1st Class	.82
—2nd Class	.80
—3rd Class	.76
Blacksmith	.93½
Blacksmith's Helper	.71½
Tool Room Attendant	.79½

FORGE DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Ajax No. 1—Operator	.76
—Helper	.71½
Ajax No. 2—Operator	.73
—Helper	.71½
Ajax No. 3—Operator	.76
—Helper	.71½
Drill No. 1 and 2—Operator	.73
Drill No. 3—Operator	.73
—Helper	.70½
Drill No. 4—Operator	.73
Drill No. 5—Operator	.73
Bulldozer No. 1 and 2—Operator	.76
—Helper	.71½
Bulldozer No. 3—Operator	.73
Bulldozer No. 4—Operator	.73
Shear No. 1 and 2—Operator	.72½
Shear No. 3—Operator	.72½
Eye Bender—Operator	.73
Markers	.72½
Hammer No. 1—Blacksmith	.84
—Helper	.71½
Hammer No. 2—Operator	.73
—Blacksmith	.90
—1st Helper	.71½
—2nd Helper	.71½
Hammer No. 4—Operator	.76
—Helper	.71½
Hammer No. 5—Operator	.76
—Helper	.71½
Hammer No. 6—Operator	.76
—Helper	.71½
Hammer No. 7—Operator	.76
—Helper	.71½
Hammer No. 8—Operator	.73
—Helper	.71½
Punch No. 6—Operator	.72½

Punch No. 8—Operator	.72½
Punch No. 39—Operator	.72½
Blacksmith—1st Class	.93½
—2nd Class	.90
—3rd Class	.84
—Helper	.71½
—Fireman	.71½
—Stockchaser	.76
Grinders—Operator	.73
Butt Welder—Operator	.76
—Helper	.71½

CARPENTERS & CONSTRUCTION MEN:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Janitor	.69½
Carpenters—1st Class	.83
—2nd Class	.79½

PATTERN DEPARTMENT:

Pattern Makers—1st Class	.93½
—2nd Class	.90
—3rd Class	.86

MILLWRIGHT DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Millwrights—1st Class	.86½
—2nd Class	.81
—3rd Class	.79
—4th Class	.76
Sprinkler Attendant	.76

FURNACE MEN:

Furnace Repairman—1st Class	.82
—2nd Class	.77½
—Helpers	.73

ELECTRICAL DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Winders—1st Class	.93½
—2nd Class	.90
—3rd Class	.86
Repairman—1st Class	.93½
—2nd Class	.90

—3rd Class	.86
—4th Class	.81
—5th Class	.76
Crane Operator—1st Class	.79½
—2nd Class	.76

ELECTRIC & ACETYLENE WELDING DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Welders—1st Class	.90
—2nd Class	.84
—3rd Class	.76
—Helpers	.70½

SHOP LABOR:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Head Fireman—1st Class	.76
Hookon—1st Class	.76
—2nd Class	.73
Firemen	.71½
Transfer Man	.76
Laborers	.69½
Leader on Bolt Table	.76

PNEUMATIC TOOL ROOM:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Tool Repairs—1st Class	.84
—2nd Class	.83
—3rd Class	.79½
—4th Class	.76
—Attendant	.69½

PLANING MILL:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Planer W-1—Operator	.74
—Helper	.70½
Gainer and Borer—Operator	.74
—Helper	.70½
Swing Cut-off Saw W-10—Operator	.74
—Helper	.70½
Motiser-Vertical—Operator	.74

Shaper W-20—Operator	.74
Auto-Cut-Off Saw W-24—Operator	.74
Matcher W-32—Operator	.74
—1st Helper	.70½
—2nd Helper	.70½
Sizer W-1—Operator	.74
—1st Helper	.70½
—2nd Helper	.70½
Tool Dresser—1st Class	.93½
—2nd Class	.90
—Helpers	.70½

AIR & EQUIPMENT DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Pipe Fitters	.76

GALVANIZING DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
—Kettle Operator—1st Class	.85
—2nd Class	.82
Acid Men—1st Class	.80½
—2nd Class	.78½
Helpers—1st Class	.77½
—2nd Class	.75

SAND BLAST DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
—Operators	.79½
—Helpers	.76
—Repairmen	.90
—Oilers	.79½

TINSMITH DEPARTMENT:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Tinsmith—1st Class	.83½
—2nd Class	.81
Helpers—1st Class	.76
—2nd Class	.72
—3rd Class	.71½

WOODEN CAR STORE ROOM:

Working Foreman	.79½

Attendant	.68½
General Stores—Foreman Casting Yard	.79½
—Checkers 1st Class	.73½
2nd Class	.71
—Attendant	.69½
—Truck Driver	.69½-.76

STEEL YARD:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
—Hookon 1st Class	.76
2nd Class	.73

LUMBER YARD:

Working Foreman—1st Class	$1.04½
—2nd Class	.98
—3rd Class	.92
Lumber Sorter	.76
Dry Kiln Attendant	.76
Checker—1st Class	.73½
—2nd Class	.71
Inspector (Road)	per day 8.03

POWER HOUSE:

Boiler Operator	.80
Mill Operator	.76
Firemen	.76
Boiler Cleaner	.76
Ashmen	.70½
Engineer Operator	.86½
Pump Operator	.76
Engineer Operator (Old Unit)	.78½
Oiler	.69½
Repairmen	.86½
Clerk	.73-.76

LOCOMOTIVE & YARD CRANE:

Clerk	.89½
Locomotive Engineer	.86
Crane Operator—1st Class	.86½
—2nd Class	.78½
Brakemen	.76
Firemen	.76
Night Watchmen and Firemen	.76
Leading Brakeman (Night)	.82

TRACK CONSTRUCTION & REPAIRMEN:

Trackmen	.71½
Labor	.69½

COMPANY EX. 16

NATIONAL WAR LABOR BOARD

#111-2416-D

IN THE MATTER OF
THE PULLMAN STANDARD CAR
MANUFACTURING COMPANY

AND

UNITED STEELWORKERS OF AMERICA, CIO
FOR AND ON BEHALF OF LOCAL 1466

REPLY OF PULLMAN STANDARD CAR MANUFACTURING COMPANY TO BRIEF FILED BY UNITED STEELWORKERS OF AMERICA CIO

There are a number of statements in the Union brief that are inadvertent and might properly be corrected, but may be passed by as immaterial or can be corrected at the hearing.

The following comment is limited to certain statements or arguments in the brief which seem clearly in error:

* * * *

8. The CIO brief (page 6, etc.) undertakes to give the impression that this plant is discriminating against the negro, or operating under some sort of North-South differential. It is obvious that no such vague and unlimited inquiry or charge is involved in this matter. Not a single fact is suggested in the CIO brief to justify the contention that it is involved. The suggestion is so lacking in any foundation in fact that the Company is not willing to treat it as an issue. There is probably not a colored worker at this plant who would not express his belief in the considerate treatment of the negroes at the Pullman plant. This shop is primarily a

piece shop work. Earnings reflect the amount of effort put forth. There are many instances in which good colored workers show higher earnings than the white workers. On the other hand, the records show instances in which the white workers on machines usually operated by colored workers, doing the same work at the same rate, have substantially exceeded the earnings of the colored worker. There is nothing to justify the implied suggestion that as to white or colored employees they should be forced to an arbitrary dead level of earnings without respect to the effort put forth.

* * * *

12. As to Union security and check-off. The Company denies point blank the statement that the Company's tactics in negotiations have created dissatisfaction among the union members and that its anti-labor history justifies the necessity for union security now. It is to be doubted if there is a plant in the South in which there is less justification for either statement. There is not a pending or unsettled grievance between the Company and any Union represented in this plant. There has never been a grievance that was not promptly considered and disposed of.

The sole questions open for discussion are those relating to the proposed new contracts. The statement of the brief that there are three Unions in the plant and that Union security is essential to prevent conflict is not even remotely justified by the facts. We have pointed out that the bargaining units were established by overwhelming majorities at elections held for the purpose. There has never been any complaint of encroachment or any jurisdictional controversy or any effort of any one of the Unions or any outside union to supersede any existing union.

The existence of three unions in the plant is not only not an argument for compulsory union maintenance. It

is, in this particular plant, an argument against freezing personnel for the duration of their employment in any particular union, since union maintenance would tend to complicate the transfer of workers from one job to another, for which they are fitted, when such change is required by the work offered to the plant or during periods between full line production. This transfer has been of definite benefit to the men in the past and the Company does not want to be tied down by an arbitrary agreement that would prohibit that necessary elasticity. These men in the different unions work in many instances side by side and without friction. If the Company has to reverse their tasks or the handling of their jobs, in a manner wholly satisfactory to the men, it does not want to be limited by an arbitrary provision in a labor contract against that reasonable or necessary action, freezing them on a particular union.

The intimation of the brief (page 9) that the negro workers are subject to coercion and intimidation by the Company, and the unwarranted reference in the CIO brief to the Company's employment manager call for no answer except the statement that they are too unfounded and too irresponsible to merit any attention except the statement that they are untrue and irresponsible. This Company has never at any time coerced or intimidated any negro or other employee into or out of any Union or subjected any negro to unkind or inconsiderate treatment. The proportion of negro employees is not 70%. As pointed out above, the work in this plant is so intermingled or interchangeable that the Company could not "discriminate" substantially against Negro employees without "discriminating" against its white employees. No one ever heard of alleged "negro-white" discrimination at this plant until CIO's representative indulged in that suggestion first in Washington before the War Labor Board in 1941 (resulting in a hearing and complete vindication of the Company) and again at the time of the negotiation of the contract in 1942, when the

alleged mistreatment of negroes was one of the arguments for a wage increase before the War Labor Board panel. No evidence of any such discrimination was tendered and both the union and the War Labor Board panel approved the present contract and wage scale. The repetition of the argument as a basis for further wage increase and also for union maintenance is therefore nothing more than "the same old monk and the same old saddle-bags"; nothing new, nothing pertinent, nothing accurate.

The fact of the matter is that the only coercion of negro workers proposed at the plant is the Union's proposal to freeze them into the Union and require that they be fired on demand by the Union if they fail to pay their dues. If the negroes are not members or not paying dues, the effect of the provision would be to coerce them. The Company does not know whether they are paying dues or not. If they are not, the compulsion would tend to drive them out of the employment. If they are, there is no necessity for the compulsion.

There is no necessity for it in any event. Whatever the present status is, without compulsion, it is having no adverse effect on employment at the plant or upon essential production. There are obvious respects in which if required it might in this particular plant have an adverse effect.

The requirement of compulsory union maintenance would throw an arbitrary factor into the problem of employment, which is greatly complicated by the labor freeze order of the government.

• • • •

COMPANY EX. 18

[SENIORITY LIST OF PULLMAN'S BUTLER, PA. PLANT AS OF EARLY 1956]

SHEAR DEPARTMENT

• • • •

PRESS DEPARTMENT

• • • •

PUNCH DEPARTMENT

• • • •

FABRICATION DEPARTMENT

• • • •

CONSTRUCTION DEPARTMENT

• • • •

TRANSPORTATION & MATERIAL STORAGE

• • • •

ERECTION DEPARTMENT

• • • •

TRUCK AND AXLE DEPT.

• • • •

WOOD CAR PLANING MILL

• • • •

WOOD CAR ERECTION

• • • •

LABOR DEPARTMENT

The following workers in the department will be found on the Unskilled List. Figures are to be used on *Unskilled only.*

Mill Janitors

• • • •

Main Office Janitors

• • • •

Shop Laborers

• • • •

PAINT & EQUIPMENT DEPARTMENT

• • • •

SHIPPING DEPARTMENT

• • • •

STEEL CAR STORES DEPARTMENT

• • • •

WELDING INSPECTORS

• • • •

GENERAL STORE ROOM

• • • •

BOLT & RIVET STORES

• • • •

COMMERCIAL FORCE DEPARTMENT

• • • •

STORES & TRANSPORTATION
RAILROAD DEPARTMENT

• • • •

DIE AND TOOL DEPARTMENT

• • • •

MACHINE REPAIR

• • • •

BLACKSMITH DEPARTMENT

• • • •

TOOL ROOM

• • • •

WELDING DEPARTMENT

• • • •

PATTERN DEPARTMENT

• • • •

CARPENTER DEPARTMENT

• • • •

POWER DEPARTMENT

• • • •

MAINTENANCE DEPARTMENT

• • • •

ELECTRICAL & CRANES

• • • •

ELECTRICAL DEPARTMENT

• • • •

FOUNDRY

• • • •

COMPANY EX. 23

SELECTED LABOR ARBITRATION CASES AND TEXTS

Relating to the Rational Basis for Departmental Seniority Systems as Opposed to Plantwide Seniority

SELECTED LABOR ARBITRATION CASES AND TEXTS

TABLE OF CONTENTS

1. Benrus Watch Co., 2 LA 61 (1946) (Maxwell Copelof) .....

2. General Television & Radio Corp., 2 LA 483 (1942) (Whitley-P. McCoy) .....

3. Republic Steel Corp., 2 LA 563 (1944) (Whitley P. McCoy) .....

4. Santa Clara County & Central California Meat Processor's Ass'n, 36 LA 42 (1961) (Hubert Wyckoff) .....

5. Rayonier, Inc., 62-2 ARB ¶ 8458 (A. R. Marshall) ..

6. Petro-Tex Chemical Co., 77-1 ARB ¶ 8150 (Claude B. Lilly) .....

7. Clarence M. Updegraff, Arbitration and Labor Relations (3d Ed.,) pp. 303-305 .....

SUMMARY

THE RATONAL BASIS FOR DEPARTMENTAL SENIORITY SYSTEMS AS OPPOSED TO PLANTWIDE APPLICATION OF SENIORITY: AS VIEWED BY LABOR ARBITRATORS AND STATISTICIANS (A SUMMARY OF RELEVANT PRINCIPLES EXPRESSED IN SELECTED ARBITRATION CASES AND TEXTS IN THIS VOLUME AND BUREAU OF LABOR STATISTICS BULLETINS 1425 SERIES)

Labor arbitrators have, over the past 30 years, evolved a body of principles in interpreting and applying seniority provisions in union contracts, filling gaps and omissions in them, and deciding in interest arbitration cases what the seniority rules should be in union contracts. A representative selection of arbitration cases and texts expressing those principles are included in this volume; references to them as numbered in the Table of Contents herein are indicated by superscript numbers in this summary.

Likewise Bulletins of the USDL Bureau of Labor Statistics analyzing major collective bargaining agreements (1425 series) express certain inductive conclusions about the reasons why different types of seniority systems are characteristically found associated with various sizes and compositions of work forces.

Such principles are properly to be considered in determining, under the controlling Supreme Court's decisions, whether the seniority system adopted by Pullman-Standard and the United Steelworkers is bona fide. Those decisions establish that what is customary and usual in the industry is an important element in determining bona fides. Hence, in addition to studying empirically the seniority systems of railroad equipment manufac-

turers, an inquiry into the rational basis of different seniority systems as articulated by those whose business it is to ascertain it, is relevant to ascertaining the bonafides of the Pullman seniority system.

The seniority clause of a collective bargaining agreement is the "Union's clause";[6] that is, it confers no advantage whatsoever upon management. Without it, management can layoff, recall, promote, hire or discharge governed only by pure self-interest and legal limitations. Thus a seniority clause is demanded by the Union, not by management; management's self-interest obviously requires that it minimize the impact of a seniority system on efficiency and profitability of the business.

> "For purposes of efficiency and to minimize disruptions, most employers prefer to confine promotions, at least initially, within small units and jobs calling for identical or closely related skills; most unions prefer broader units permitting a wider range of promotions." BLS Bulletin 1425-11, Major Collective Bargaining Agreements: Seniority in Promotion and Transfer Provisions (1970) 11.
>
> "The Company's chief interest in the seniority issue is to insure against more years of service being considered of more importance than skill, ability, initiative, physical fitness, etc.; its chief interest is the question of what units are separate for seniority purposes is to insure proved ability to perform the very job in question. If those interests of the company are properly protected, it would appear that the [seniority unit] should be a matter primarily of what the employees themselves desire.[3]
>
> "The interest of the Union in thus protecting . . . the members of the bargaining unit . . . come into conflict with the management's desire to have the most skilled and knowledgeable employees. . . ."[4]

Where the work performed in different departments or jobs is distinct and the skills not interchangeable, management regards plant wide seniority to be unworkable and destructive of efficiency.[1] Where prolonged training on new jobs is required efficiency must suffer.[1]

The union characteristically does not like it when a senior employee is laid off in one department while juniors continue working in others.[1] On the other hand, it is true that opposite inclinations may be felt both by management and employees.

> "(1) Employers may want to extend eligibility to other groups if qualified employees are not available in the specified unit, and (2) many workers, particularly those with lesser seniority, support a promotion policy restricting applicants from outside units." BLS Bulletin 1425-11, p. 11.

In layoffs, department employees may resent displacement of one of their number of an outsider. Particularly where a seniority system has been long in effect, resistance to change may be strong among employees, who fear loss of their vested status or niche in the organization. Narrow seniority units may also help support union claims to exclusive work assignment rights.[6]

Consequently, the balance typically and usually struck between these competing interests, is to adopt seniority units narrower than plant wide, such as job classification, occupational group of classifications, line of progression, craft, or departmental units, where employees or skills are not readily interchangeable without loss of efficiency.[1,2,6] Where the work force is essentially homogeneous, a broader seniority grouping as plant wide, company wide or multi-company is more usual.

Geographical separation or even scattering of employees are not particularly significant in deciding whether employees should be grouped together in a seniority unit;

interchangeability of skills and impact on efficiency if so grouped, are the relevant considerations in deciding a dispute over whether a number of employees constitute one or two departments, where the contract is not explicit.[3,4] Likewise, in interpreting ambiguous contractual provisions involving questions of inter-departmental transfers.[5]

These principles are applied by arbitrators in resolving the uncertainty in a union contract when it fails—

> ". . . . to indicate clearly whether the seniority shall be plant-wide or on a departmental or job basis. Here the character of the business may furnish a determining index. If there are several jobs involving greatly varying skills in a situation where there is great likelihood that people of one skill may be needed at times when others are not, the conclusion that the seniority was intended to be on a departmental or skill classification basis may be justified. On the contrary, if there is virtually no work usually classified as skilled within the plant, the conclusion may well be that seniority should be recognized on a plant-wide basis. [If the agreement is not clear] the nature of the business and past practice may be the guiding lights." [7]

Over half of the major collective bargaining agreements, and over half the employees, covered in the BLS study of "Seniority in Promotion and Transfer Provisions," Bulletin No. 1425-11 (1970) had departmental or more restrictive seniority units (Ibidem, p. 12).

COMPANY EX. 24

PERTINENT EXCERPTS RELATING TO DEPARTMENTAL SENIORITY SYSTEMS—FROM SELECTED ARTICLES IN MONTHLY LABOR REVIEW, UNITED STATES DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS, 1938-1955 * * *

SUMMARY OF PERTINENT EXCERPTS RELATING TO DEPARTMENTAL SENIORITY SYSTEMS, SELECTED *ARTICLES IN MONTHLY LABOR REVIEW, USDL, 1938-1955*

The study entitled "Seniority Provisions in Collective Agreements", Monthly Labor Review, December, 1938, 120, 1252-53, observed that plant wide seniority systems were "most prevalent in shops in which all employees follow the same craft or in plants where the jobs are more or less interchangeable." It further pointed out that—

> "In larger establishments where operations are more varied, it is common to establish separate lists on departmental lines or according to job specifications. Thus, only workers doing the same type of work, or engaged in the same industrial processes, are considered to be in competition when jobs are filled or promotions made. This form of seniority limits the workers to be considered to those most likely to be fitted for the jobs involved."

Thus the variables associated with departmental seniority systems were large size and non-interchangeable skills. Small plants and ones with work forces having similar skills were more likely to have plant-wide seniority systems.

The Study of "Workers' Attitudes on Work Sharing and Lay-Off Policies in a Manufacturing Firm," Monthly Labor Review, January, 1939, 47, 49, pointed out that

departmental seniority systems were favored sometimes by employee attitudes of resentment of an outsider's displacing or bumping an employee in a given department.

The study of "Collective Bargaining by United Rubber Workers," Monthly Labor Review, September, 1939, 604, 612-13, based on 54 Rubber Workers contracts in 11 states, found that:

> "In a majority of the agreements, including those covering all of the larger companies, departmental seniority is the determining factor in selecting employees for transfer, promotion, lay-offs, and rehire."

The study of "Union Agreements in Aircraft Manufacture," Monthly Labor Review, August, 1940, 290, 295-96, based on 12 contracts filed with the Bureau of Labor Statistics found:

> "Eleven of the twelve agreements contain seniority provisions. Six of them provide for seniority on a departmental basis, while three establish plant-wide seniority and one, seniority within job classifications."

The study of "Union Agreements in Shipbuilding," Monthly Labor Review, September, 1940, 597, 605-06, based on 28 contracts filed with the BLS, found:

> "All of the agreements, except seven signed by craft unions [which presumably operated hiring halls or referral systems typical of such unions], give some recognition to seniority. In all cases seniority is on an occupational or departmental basis."

The article entitled "Contract Clauses on Seniority as a Factor in Layoffs," 78 Monthly Labor Review 766, 767-69 (July, 1955) says in pertinent part:

> "The seniority unit within which employees are ranked in order of retention is generally determined by the requirements of plant operation. A broad sen-

> iority basis, e.g., plantwide, may be deemed appropriate where occupations within the plant are fairly uniform or are readily learned. Where a wide range of operations and skills is required to manufacture a product, the workers who compose a single production line, a department, or a job classification may be grouped in a seniority unit."

In short, official government studies show that throughout the period of formation of the Pullman-Steelworkers seniority system, similar systems were prevalent in industries of comparable size and variety of skills, throughout the country, including the rubber industry, aircraft manufacture, and shipbuilding. They also show that the larger the plant and the more varied the requisite skills, the more prevalent it was for departmental or narrower (occupational or job classification, craft or line of progression) seniority units to be agreed to; and that the type of system was "generally determined by the requirements of plant operation."

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"Seniority Provisions in Collective Agreements", MLR December, 1938, 1250	1
"Workers' Attitudes in Work Sharing and Lay-Off Policies in a Manufacturing Firm", MLR, January, 1939, 47	12
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COMPANY EX. 25

MASTER AGREEMENT

BETWEEN

AMERICAN CAR AND FOUNDRY DIVISION
ACF INDUSTRIES, INCORPORATED

AND

UNITED STEELWORKERS OF AMERICA

November 4, 1965

WITH

ST. CHARLES PLANT SUPPLEMENT

ST. CHARLES PLANT

EXHIBIT "A"

Department No.	*Department Name*
102	Shear and Punch
103	Underframe
104	Steel Assembly
105	Steel Erection
106	Welding
107	Wheel and Axle
108	Iron Machine Shop
109	Blacksmith
110	Pulpwood Car Assembly
112	Steel Cabinet
113	Cabinet Mill
114	Sheet Metal
115	Coach Erection
116	Passenger Electric
117	Pipe
118	Finish
119	Paint
120	Trimming
121	Upholstering

122	Wood Cabinet
131	Template and Pattern
140	Machine Maintenance
141	Buildings and Yard
142	Shop Electric
144	Power Plant
148	Building Service
152	Finish Stores
154	Raw Stores
156	Tool and Parts Control
157	Material Transport
162	Loft
219	Resident-Maintenance
502	Aircraft Machine and Fabrication
504	Aircraft Tooling
505	Aircraft Assembly
514	Heat Treat and Hand Form
516	Aircraft Electrical
519	Anodize and Paint
561	Inspection

SUMMARY OF SENIORITY PROVISIONS IN ALL COLLECTIVE BARGAINING AGREEMENTS ON FILE WITH UNITED STATES DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS IN INDUSTRIES IN STANDARD INDUSTRIAL CLASSIFICATION GROUP NO. 374 (RAILROAD EQUIPMENT) (EXCEPT PULLMAN-STANDARD)

Employer	Location	Union	Dates	Brief Description of Seniority System
Evans Products Co.	Plymouth, Mich.	USW	9/1/65	HYBRID OF PLANT, CLASSIFICATION AND DEPARTMENT SENIORITY *
ACF	Hamilton, W. Va.) Milton, Pa.) St. Charles, Mo.)	USW	11/4/65	DEPARTMENTAL OR BY UNITS THEREOF
GATX	East Chicago, Ill.) Plants 1 and 2) Sharon, Pa.) Argentine, Kans.) West Colton, CA) Hearne, Texas) Waycross, Ga.)	USW	9/15/71	DEPARTMENT OR BY UNITS THEREOF
Youngstown Steel Door Co.	Youngstown, Ohio	USW	10/1/71	DEPARTMENTAL
ACF	East St. Louis, Ill.) Milton, Pa.) Red House, W. Va.)	USW	8/5/72	PLANT WIDE IN LAYOFFS AND RECALLS, Provided Employee has ability to do the work. PLANT WIDE IN FILLING VACANCIES, Provided Employee can qualify in the new Classification during a 30-day trial period, during which he is paid at his old rate.
Westinghouse Air Brake Division, Office & Technical Employees	Wilmerding, Pa.	Independent	11/1/72	"SECTION" or "PAYROLL NUMBER" (evidently means Occupational or Classification Basis)
Westinghouse Air Brake Division, P & M	Wilmerding, Pa.	UE Local 610	11/1/72	"SECTION" (evidently means departmental or subunit thereof)
New York Air Brake Co.	Watertown, NY.	Molders Local 78	2/14/73	DEPARTMENTAL
Greenville Steel Car Co.	Greenville, Pa.	UAW Local 1653	4/19/73	DEPARTMENTAL
Winder Transportation Systems, Inc.	Winder, Ga.	IAM Lodge 2	5/1/74	OCCUPATIONAL—Departmental preference in promotions

* Plant-Wide seniority for 10 designated "Basic Jobs", i.e., unskilled. All vacancies in "Non-Basic" (semi-skilled and skilled) jobs filled first by employees having certain minimum experience in those jobs. Where such experienced employees not available, departmental seniority applies in filling temporary (2 weeks or less) vacancies in Non-Basic jobs and in filling permanent vacancies in Non-Basic jobs plant-wide seniority applies provided senior bidder can do the available work in the classification, as demonstrated by a 5-day trial period—which is not a training period.

COMPANY EX. 26—SECOND DOCUMENT

AGREEMENT

BETWEEN

EVANS PRODUCTS COMPANY

AND

UNITED STEEL WORKERS OF AMERICA

September 1, 1965

• • • •

Section 4. There shall be one (1) Steward for each shift in the following departments except as otherwise indicated:

Dept. 10—Machine Shop.

Dept. 21—Loading Equipment—Two (2) Stewards.

Dept. 21—Car Building & Installation—Two (2) Stewards.

Dept. 29 and 30 combined—Shears and Press Room.

Dept. 31—Spot Welding.

Dept. 32—Paint.

Dept. 33—Final Assembly.

Dept. 40—Tool Room.

Dept. 41-1—Receiving.

Dept. 41-2—Stock Room—Two (2) Stewards (one Steward from among employees working indoors and the other from among employees working outdoors).

Dept. 41-3—Lift Truck Operations.

Dept. 42—Inspection.

Dept. 45—Shipping.

Dept. 46 and 195—combined.

Dept. 48—Maintenance—Two (2) Stewards (one from among General Maintenance and the other from among Sweepers and General Workers).

Dept. 49—Tool Crib.

Dept. 66—Experimental.

• • • •

COMPANY EX. 26—THIRD DOCUMENT

AGREEMENT

BETWEEN

GREENVILLE STEEL CAR COMPANY

AND

THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

Local Union No. 1653

Greenville, Pennsylvania

April 19, 1973

To

April 19, 1976

[UNION BUG]

* * * *

Section 12

a. The following is a list of the separate departmental seniority rosters. An employee's departmental seniority shall be based upon his length of continuous service within a recognized department:

(1) Wheel, Axle and Truck Shop

(2) Crane Operators

(3) Electrical Maintenance

(4) Erection Shop

(5) Forge Shop

(6) Hook-on

(7) Tool & Die Department

(8) Die Yard

(9) Mechanical, Tool Room and Power House (Millwrights)

(10) Paint Department

(11) Pattern and Template Shop

(12) Pipe Department

(13) Fabrication Department

(14) Stores Department

(15) Switching

(16) Property Department

(17) Plant Janitors

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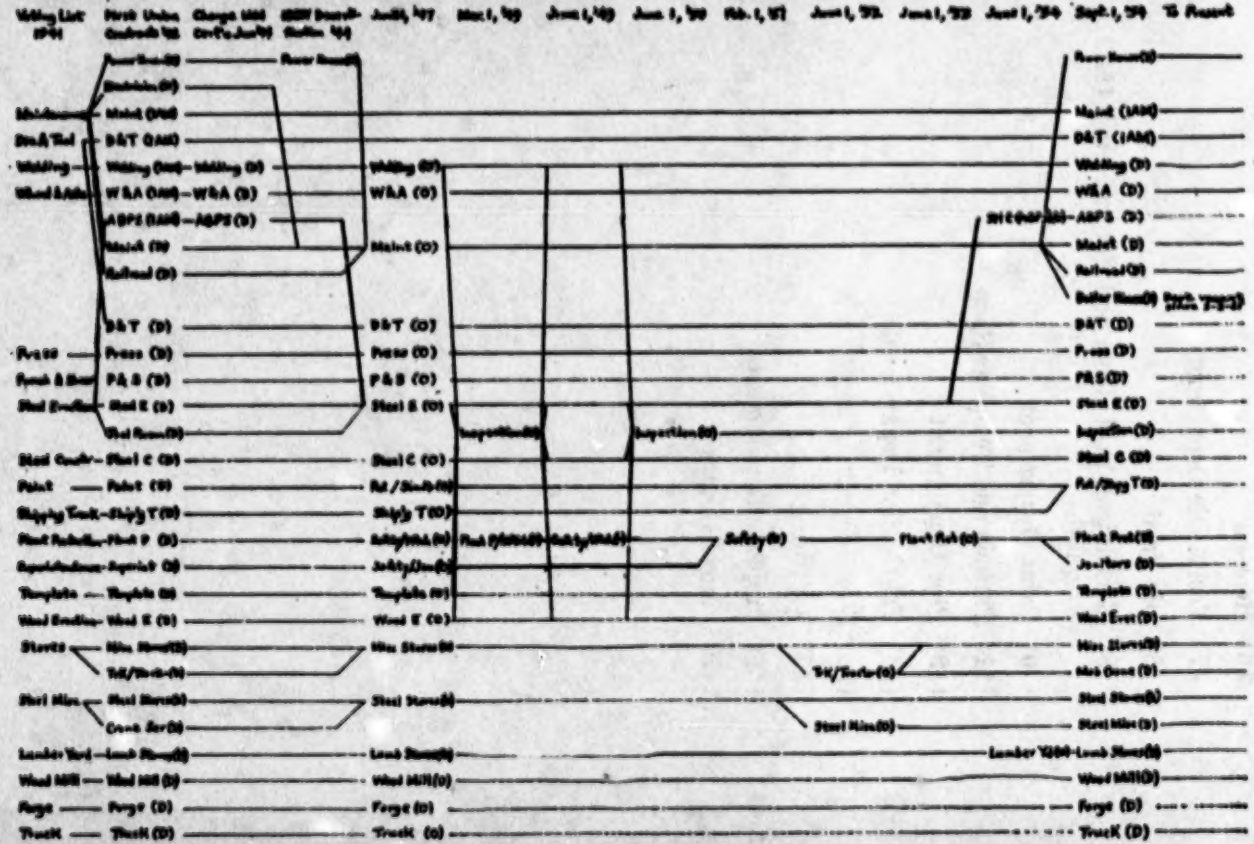
DEPARTMENTS, BARGAINING UNITS, AND SENIORITY SYSTEMS AT PULLMAN BESSEMER PLANT, 1941 – PRESENT. COMPANY DEFENDANT'S EXHIBIT 27.



Key: (I)= NEW Bargaining Unit; (IAM)= IAM Bargaining Unit; (D)= USW Unit, Departmental Seniority; (O)= USW Unit, Occupational Seniority.

DEPOSITIONS INTRODUCED AT 1978 TRIAL

DEPOSITION OF JOHNNY JOSEPH MAUTMAN HERRING

[10] Q All right. The contract will show that in 1941, the National Labor Relations Board certified bargaining unit for the machinists, which included the production and maintenance welders.

I believe you came to work there the next year; is that correct?

A That's right. In 1942.

Q That's correct.

Now, the contract further shows that on June 14, 1944, the machinists union, and the Steelworkers Union, made an agreement whereby the welders and certain other employees who were then in the machinist department would become members of the Steelworkers bargaining unit. Do you recall that agreement?

A Yeah, but I want to put you straight there.

Q O. K. Would you tell me about that?

A Now, the time you are talking about, you know, we were striking, might not be every month, but sometimes two or three times a day and two or three times a month.

Q Now, who was striking at that time?

A We were trying to get organized, get us a [11] union.

MR. FALKENBERRY: He is asking you what group of people you are talking about, Mr. Herring.

A I'm talking about the P and M workers.

Q All right.

A And then when we organized and all, well, then we come up here to Birmingham and in the First National Bank Building, Pullman owned or had leased one floor down there, and Bill Sleeman, he was plant manager, and we was all down there. They had been coming across

our picket line and the machinists then got down there, and we said this, that, and the other, and said, well, we are going to take who we want, not what you want to give us.

Q Who did you tell it to?

A Told them to the boss that was around the table with us. And said, well, what do you want then? We told them we would take everyone excusing the millwrights. If you want me to tell you exactly what we said, I can tell you.

Q All right. What did you say?

A I said we didn't want them scabbing son-of-a-bitches, they come across our picket line.

[12] Q All right.

A And then we left out of that First National Bank and went to the Post Office, and old Judge, Federal Judge in there with us, old man Sleeman and Johnson was doing a little whispering going on, and old Judge told them, said, listen, you whisper out loud because I'm the man going to make the decision today, and I want to hear what's going on. And that's when we took who we wanted and give them the rest of them.

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DEPOSITION OF COLON V. CLEMONS

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[4] COLON V. CLEMONS,

being first duly sworn, was examined and testified as follows:

EXAMINATION BY MM. CLEMON:

Q Mr. Clemon, will you state your full name?
A Colon V. Clemons.
Q And what is your address?
A 3217 Circle Drive, Hueytown.
Q Where are you employed?
A Pullman-Standard, Bessemer.
Q And what is your position at Pullman-Standard?
[5] A Department head, die and tool.
Q That's the die and tool IAM Department?
A That's right.
Q How long have you been department head?
A Eight years.
Q How long have you worked in the die and tool department?
A Since May of '41.
Q What was your position before you became head of the department?
A I started off laboring, sweeping the floor, progressed ot craneman and machinist.
Q All right. Now, Mr. Clemon, when you first came into the die and tool department, in May of '41, there was no union, was there?
A That's right.
Q Did you participate in the organizing effort?
A I joined when they formed the union.
Q All right. Did you join after the union had been certified in the latter part of '41?
A I think so. As I recall, it was September of '41 when they formed the union and I joined at that time.

[6] Q Were there any black members in the union at that time?

A Not at that time, no, sir. Could have been, I didn't know about it.

Q Did you go to any of the union meetings?

A Yes, I went to one or two meetings.

Q Did you see any blacks there?

A I don't recall.

Q Do you ever recall seeing any?

A No.

Q Were you familiar with the fact that the truck department was initially included in the IAM bargaining unit at Pullman?

A No. See, it was formed in September, as I recall, and I went off, was laid off April of '42 and went into World War II, and was gone for three and a half years and didn't return until '46.

Q You say you left in April of '42?

A Yes, sir.

Q All right. There is a letter dated December 19, 1941. You were in the die and tool department there, weren't you?

[7] A That's right.

Q There is a letter signed by Mr. Bumgardner. Did you know him?

A Yes. Bumgardner, yes, sir. He was business agent.

Q Yes. All right. He signed a letter along with Representative of the Steelworkers organizing committee, which, among other things, transfers the truck shop from the IAM unit into the Steelworkers unit. Were you familiar with that?

A No, sir.

Q Did you know that at that time the employees in the truck shop were black?

A No, I don't recall that.

Q You were familiar with the truck builders, weren't you?

A Yes, sir.

Q They were black?

A Yes, sir.

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DEPOSITION OF CLYDE A. ROBERTSON

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CLYDE A. ROBERTSON,

being first duly sworn, was examined and testified as follows:

EXAMINATION BY MR. CLEMON:

Q Mr. Robertson, would you state, for the record, your full name?

A Clyde A. Robertson, R-o-b-e-r-t-s-o-n.

Q And you are employed by Pullman-Standard?

A Yes, sir.

Q And what is your position with Pullman-Standard?

[6] A Contract compliance officer.

Q And what does that entail?

A Well, it's the handling and overseeing of the Civil Rights activities, Affirmative Action Program; basically, that's it.

Q O.K. Mr. Robertson, you worked with the lawyers for the company in both answering the interrogatories, which the plaintiff filed to the company, and in responding to plaintiff's request for production, did you not?

A That's correct.

* * * *

[12] Q All right. Mr. Robertson, in your study of company records, in responding to our request for production, and in answer to our interrogatories, did you come across any documents which reflect any negotiations between the company and the Steelworkers Union, with respect to the creation of a separate seniority list or department for the boiler house?

[13] A Nothing, no negotiations, no, sir.

Q All right. Is it also true with respect to inspection?

A Yes, uh huh.

Q The janitor's department?

A Yes.

Q Mobile crane? Is that correct?

A Yes, sir.

Q The creation or merger of the shipping track with the paint department?

A That's correct, nothing to show negotiations or anything like that.

Q Also true with respect to the plant protection department?

A That's correct.

Q And the railroad department?

A Yes, sir.

Q And the steel miscellaneous department?

A Yes.

Q Well, I take that back.

I believe there is one document or maybe two which shows that there was agreement between the company and the union to create steel miscellaneous [14] department out of, or to carve it out of steel storage department?

A I think those were—

Q Those were supplied to me?

A Yes.

* * * *

[15] Q All right. Do you recall whether there was any negotiations, or have you seen any records reflecting any negotiations with respect to the creation of the truck and tractor department in the first place?

A No.

Q Do the records that you have seen indicate what disposition was made of the superintendents department?

[16] A No. No records other than the people that were in the superintendents department went into other departments, like the inspection people that were in there became part, later on in later years, part of the

inspection department. I can't recall the other people in that department.

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[20] O.K. You do know that within two months after the IAM was certified, with the truck shop included in the bargaining unit, that the IAM had arranged with the Steelworkers to transfer the truck shop from the IAM to the Steelworkers?

A No. I don't recall that.

Q You don't recall that?

A No.

MR. DAVIS: Mr. Clemon, there have been a great number of documents in this case and would be more people that just Mr. Robertson that pulled them. In fact, I pulled a number of them myself, so Mr. Robertson might not have seen all of the documents and maybe other documents, although I'm certainly not saying there are any documents of the nature you are suggesting.

Q All right.

A Now, I can't recall everything that I saw, [21] let alone some of it that I may not have seen.

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Q And at one time the boiler house, railroad, power house employees were all carried on maintenance CIO seniority list, were they not?

A That's correct.

Q And, therefore, under a departmental seniority system, employees in the maintenance department, black and white alike, would have been able to move up to these jobs in power house, boiler house, railroad; is that not correct?

A Under a straight departmental seniority system.

[22] Q Which is what you now have at Pullman?

A Yes, by and large, yes.

Q Now, the effect of creating these new departments or cavring out these new departments from maintenance

CIO was to create some department into which employees otherwise eligible to get certain jobs as power house operators, would no longer have a right to get those jobs; is that not correct?

A You are asking me if that's what was done to take people's rights away, I don't know what was done.

Q No. I'm not asking you for the motivation, Mr. Robertson; I'm asking you for the effect.

When the power house jobs were taken out of maintenance CIO and placed in a separate department, did that not mean that some person, and I'm particularly interested in the blacks who were in maintenance CIO, who might otherwise have been entitled to jobs in the power house, no longer had a right to get those jobs?

A Not in the same way had they been in the maintenance department.

Q They would have to have transferred to the [23] power house in order to—

A Right.

Q And there was no right of transfer. They could request it and the company could grant it if it saw fit?

A That's correct.

MR. DAVIS: Mr. Clemon, are you speaking now without reference to the Affirmative Action Agreement?

MR. CLEMON: Right. I'm speaking now about things a little prior to 1965.

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

Civil Action Number 71-P-0955-S

LOUIS SWINT, *et al.*,
Plaintiffs,

vs.

PULLMAN-STANDARD, A Division of Pullman, Inc., *et al.*,
Defendants.

PLAINTIFFS' REQUEST FOR JUDICIAL NOTICE OF ADJUDICATIVE FACTS

Come now the plaintiffs in the above cause and move this Court, pursuant to Rule 201(b)(d) and (f) of the Federal Rules of Evidence, to take judicial notice of the following facts:

1. In the case of *Terrell, et al. vs. U.S. Pipe and Foundry, et al.*, No. 27-887-P, N.D. Ala., presently pending before this Court, the defendant International Association of Machinists ("IAM") stated that until 1948, the IAM Ritual contained a clause that the [members] would propose for membership only "qualified white candidates." See Answers of IAM to Plaintiffs' Interrogatories No. 7, filed March 4, 1974, a certified copy of which is attached hereto.

2. In the same case, the defendant International Association of Machinists stated that its 1940 bargaining unit at United States Pipe and Foundry Company's plant located in Bessemer, Alabama, consisted of "machinists, apprentice machinists, toolmen, crane hookers, blacksmith shop employees, welders, apprentice welders and welders' helpers." Id., Answer to Interrogatory No. 1; copy attached hereto.

WHEREFORE, the premises considered, plaintiffs pray that the Court will take judicial notice of the said facts.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

Case No. 72-887

JOSEPH TERRELL, JR.,
Plaintiff,

v.

UNITED STATES PIPE & FOUNDRY COMPANY, *et al.*,
Defendants.

Mar. 4, 1974

DEFENDANT'S ANSWERS TO PLAINTIFF'S INTERROGATORIES

Comes now the defendant, International Association of Machinists and Aerospace Workers, AFL-CIO, and Lodge 359 (hereinafter the "Grand Lodge" or the "International") and for Answer to the plaintiff's Interrogatories says as follows:

1. Yes, both are separate labor organizations. The I.A.M. was certified as the bargaining representative in 1940 for "machinists, apprentice machinists, toolmen, crane hookers, blacksmith shop employees, welders, apprentice welders and welder's helpers."

2. John R. Tucker (white)
District Lodge Business Agent, I.A.M.
110 West 13th Street
Anniston, Alabama 36201

Represents L.U. at 3rd step of grievance procedure.
Represents L.U. in negotiations.

M. C. Hosmer, President (white)
Route 1, Box 179
McCalla, Alabama 35111

7. Neither the Constitution nor the By Laws have ever excluded blacks or members of any minority race. Prior to 1948 the Ritual did contain a clause stating that the applicant would propose for membership only "qualified white candidates." This was dropped in 1948. There have been no such qualifications since.

8. A. The Ritual of the I.A.M.
   B. Unknown. Probably 1888.
   C. 1948.

* * * *

11. The Local has never refused to accept a black employee's application for membership.

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(c) Membership has not been limited to whites only. No blacks were assigned to the I.A.M. bargaining unit until 1969.

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A true copy of pages 1-3 of Defts' Answers to Plfts' interrogatories total of 7 pages with exhibits)

JAMES E. VANDERGRIFT
Clerk
United States District Court
Northern District of Alabama

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA BIRMINGHAM DIVISION

Civil Action No. 72-887

JOSEPH TERRELL, JR., ALBERT MASON, MARCUS OAKES, SAM WALKER, JOHNNY LONG, THOMAS GREEN, WALTER DUDLEY, each individually and on behalf of all other persons similarly situated,

Plaintiffs,

v.

UNITED STATES PIPE AND FOUNDRY COMPANY, a corporation; UNITED STEELWORKERS OF AMERICA, AFL-CIO, an unincorporated association; LOCAL 2140, UNITED STEELWORKERS OF AMERICA, AFL-CIO, an unincorporated association; INTERNATIONAL MOLDERS AND ALLIED WORKERS UNION, an unincorporated association; LOCAL 342, INTERNATIONAL MOLDERS AND ALLIED WORKERS UNION, an unincorporated association; PATTERNMAKERS LEAGUE OF NORTH AMERICA, AFL, an unincorporated association; PATTERNMAKERS ASSOCIATION OF BIRMINGHAM, an unincorporated association; INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, an unincorporated association; LODGE 359, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, an unincorporated association; BROTHERHOOD OF BOILERMAKERS, BLACKSMITHS, FORGERS AND HELPERS, an unincorporated association; LOCAL 583, BROTHERHOOD OF BOILERMAKERS, BLACKSMITHS, FORGERS AND HELPERS, an unincorporated association; INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, an unincorporated association; LOCAL 136, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, an unincorporated association,

Defendants.

Dec. 7, 1973

PLAINTIFFS' FIRST INTERROGATORIES TO DEFENDANT UNIONS

* * * *

7. State whether the Constitution or By-Laws of the International Machinists and Aerospace Workers have ever contained provisions excluding persons or limiting or qualifying membership on the basis of race or color.

8. If the answer to Interrogatory No. 7 is affirmative, state:

(a) The document in which the provision is or was contained, its precise location and its custodian;

(b) the date of its original enactment or exercise;

(c) the date of its expiration or repeal, if any;

* * * *

11. State whether Local 359 or any other Local chartered by the International Association of Machinists and Aerospace Workers at U.S. Pipe . . . (Interrogatory continued on next page of document, but that page is not in the record].